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BRITISH PERIOD OF INDIAN HISTORY

(in the collection of the Victoria Memorial, Calcutta)

D. C. GANGULY

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OF THE

BRITISH PERIOD OF INDIAN HISTORY

(in the collection of the Victoria Memorial, Calcutta)

Edited by

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Published by

THE TRUSTEES OF THE VICTORIA MEMORIAL
CALCUTTA.

1958

8.15.00

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PREFACE

The Victoria Memorial, which overlooks the Maidan at Calcutta, is an imposing monument of the British period of Indian history. It accommodates a museum containing exhibits, which throw a flood of light on the history of the British rule in India. There is a large number of documents in its collection in the form of letters, treaties, minutes, etc., of which the most important ones have been selected for study in this work. The texts of these select documents, eighty-six in number, the dates of which range from 1758 to 1857, have been included in the work, and the historical importance of each of them has been discussed in the Introduction, which also attempts to give a very brief outline of the history of this period to help the readers to adjust the documents in their proper places.

Victoria Memorial,
Calcutta,
15th of March, 1958

D. C. G.

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CONTENTS

		Page
PREFACE	... ...	iii
INTRODUCTION	... ...	1
SELECT DOCUMENTS—		
DOCUMENT NO.		
1	Letter, dated the 13th of August, 1799, from Thomas Boileau	57
2	Letter, dated the 5th of June, 1758, to Lieutenant Bannatyne from George Lord Pigot	57
3	Letter, dated the 28th of October, 1759, to the Madras Government from Eyre Coote ...	58
4	Letter, dated the 27th of February, 1759, to Joseph Creswicke from Warren Hastings ...	59
5	Treaty between Nawab Jafar Ali Khan and the Dutch, guaranteed by the Governor of Bengal, dated the 23rd of August, 1760	60
6	Demands of the Nawab Nazim Mir Jaffar, approved by the East India Company, dated the 10th of July, 1763	63
7	Treaty between the Nawab Mir Jafar and the East India Company, dated the 13th of July, 1763 ...	65
8	Letter, dated the 1st of March, 1764, to Anselm Beaumont from Vansittart and others ...	67
9	Treaty between Nawab Nazim Nazim-ud Daulah and the East India Company, dated the 3rd of February, 1765	69
10	Letter, dated the 3rd of May, 1765, to Hugh Watts from J. Spencer and others	72
11	Letter, dated the 3rd of May, 1765, to Hugh Watts from Lord Clive and others	73
12	Treaty between Lord Clive on behalf of Nawab Nazim-ud Daulah, Subedar of Bengal, and Shuja -ud Daulah, approved by Shah Alam, dated the 16th of August, 1765	74

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DOCUMENT NO.		Page
13	Letter, dated the 10th of October, 1765, from Lord Clive and others to Hugh Watts	77
14	Treaty between the Nawab Nazim Saif-ud Daulah and the East India Company, dated the 19th of May, 1766	78
15	Letter, dated the 22nd of May, 1766, to John Graham from W.B. Sumner and others ...	80
16	Letter, dated the 27th of May, 1767, to George Vansittart, Resident, Midnapore, from H. Verelst	81
17	Letter, dated the 16th of February, 1769, to Francis Charlton from H. Verelst and others ...	81
18	Letter, dated the 17th of June, 1769, to John Reed from H. Verelst and others	82
19	Treaty between the Nawab Nazim Mubarak-ud Daulah and the East India Company, dated the 21st of March, 1770	83
20	Letter, dated the 1st of February, 1771, to Samuel Middleton from Colonel Champion	85
21	Letter, dated the 28th of April, 1772, to the President Comptrolling Committee of Revenue at Fort William from Samuel Middleton and George Hurst	85
22	Letter, dated the 4th of June, 1772, containing draft of the Board's instructions to Warren Hastings, President, and Gentlemen of the Deputation	86
23	Minute, dated the 4th of May, 1772, by Warren Hastings	87
24	Letter, dated the 17th of August, 1772, to Samuel Middleton from Warren Hastings	90
25	Letter, dated the 24th of November, 1772, to Warren Hastings and others from John Stewart and George Bogle	90
26	Letter, dated the 23rd of April, 1773, to M. Charles Bentley from the Council of Revenue at Fort William, signed by Warren Hastings and others	91
27	Indictment of Maharaja Nanda Kumar, dated the 7th of June, 1775	94
28	Letter, dated the 9th of December, 1776, to Richard Sumner from Philip Francis ...	95

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DOCUMENT NO.		*Page*
29	Letter, dated the 20th of June, 1777, to Warren Hastings from J. Clavering	96
30	Letter, dated the 20th of June, 1777, to Sir Elijah Impey from Warren Hastings	97
31	Letter, dated the 20th of June, 1777, to Warren Hastings and Members of the Council from Elijah Impey and others	97
32	Letter, dated the 21st of June, 1777, to Warren Hastings from J. Clavering and Philip Francis ...	103
33	Letter, dated the 4th of March, 1776, to Charles Goring from Warren Hastings and Council ...	104
34	Letter, dated the 26th of December, 1780, to David Anderson from Warren Hastings ...	104
35	Letter, dated the 17th of May, 1779, to Warren Hastings from Augustus Cleveland	105
36	Treaty between Warren Hastings and Nawab Shuja-ud Daulah, dated the 12th of September, 1773	106
37	Treaty between Warren Hastings and Members of Supreme Council and Nawab Asaf-ud Daulah, dated the 21st of May, 1775	108
38	Letter, dated . . . May, 1780, to Charles Purling, Resident at the Vizier's Court (Oudh) from Warren Hastings and Philip Francis ...	110
39	Letter, dated the 1st of August, 1780, to the Resident at Benares from Eyre Coote	111
40	Letter, dated the 3rd of August, 1780, to the Resident at Benares from Eyre Coote ...	111
41	Treaty of Peace between Warren Hastings and Tipu Sultan, dated the 11th of March, 1784, ratified on the 20th of April, 1784	112
42	An Autograph letter, dated the 11th of October, 1787, from Edmund Burke to Henry Dundas ...	117
43	Autograph letter, dated the 9th of December, 1787, from Edmund Burke to Henry Dundas, with a copy of a letter from Dundas to Burke, dated the 26th of March, 1787	118
44	Letter, dated the 4th of March, 1788, to Jonathan Duncan from Lord Cornwallis and Sir John Shore	120
45	Letter, dated the 12th of November, 1788, to Jonathan Duncan from Lord Cornwallis and Charles Stuart	121

CC-0. Agamnigam Digital Presevation Foundation, Chandigarh

DOCUMENT NO.		*Page*
46	Letter, dated the 20th of November, 1786, to Charles Ware Malet from Lord Cornwallis ...	122
47	Treaty with the Nizam, the Peshwa and the Company against Tipu Sultan, dated the 4th of July, 1790	123
48	Letter, dated the 30th of December, 1790, to Sir Charles Oakley Bart from Major General Medows	127
49	Treaty between Sir John Shore and Nawab Saadat Ali Khan, dated the 21st of February, 1798	127
50	Letter, dated the 10th of November, 1794, to Jonathan Duncan from Sir John Shore ...	133
51	A Minute regarding the proposed deputation of Abdul Kadir to Nepal for the purpose of carrying on a commercial trade, signed by Sir John Shore	133
52	Letter, dated the 3rd of February, 1799, to Sir Alured Clarke, marked 'private,' from Marquess Wellesley	137
53	Treaty between Lord Wellesley and Nawab Sáadat Ali Khan of Oudh, dated the 10th of November, 1801	139
54	Treaty between Sarabhoji, Raja of Tanjore and the East India Company, dated the 25th of October, 1799	144
55	Treaty between the British and Nawab Walajah Azim-ud Daulah of the Carnatic, dated the 31st of July, 1801	150
56	Treaty between Marquess Wellesley and the Raja Bala Rama Varma, Raja of Travancore, dated the 12th of January, 1805	156
57	Letter, dated the 16th of June, 1801, to the Governor in Council from Sir Arthur Wellesley ...	160
58	Letter, dated the 27th of September, 1803, to J. H. Piele from Arthur Wellesley from the Camp at Assaye	161
59	Letter, dated the 6th of February, 1804, to Marquess Wellesley from Sir John Malcolm ...	162
60	Partition Treaty between Peshwa and East India Company, dated the 14th of May, 1804 ...	169
60A	Letter, dated the 7th of December, 1804, signed by William Bentinck	172
60B	Letter, dated the 17th of February, 1801, to Henry Dundas from Lord Wellesley ...	173

CC-0. Agamnigam Digital Presevation Foundation, Chandigarh

DOCUMENT NO.		Page
61	Letter, dated the 1st of October, 1801, to Henry Addington, Prime Minister of England, from Marquess Wellesley	173
62	Letter, dated the 13th of March, 1802, to Henry Addington from Marquess Wellesley ...	179
63	Letter, dated the 14th of December, 1805, from Sir G. H. Barlow to Lord Lake	183
64	Letter, dated the 16th of July, 1806, to G. Mercer from Lord Lake	191
65	Despatch, dated the 21st of November, 1806, signed by G. H. Barlow and others ...	193
66	Treaty between Lord Minto and Nawab Saadat Ali Khan, dated the 14th of January, 1812 ...	194
67	Minute, dated the 3rd of April, 1814, written by Lord Moira	197
68	Treaty between Daulat Rao Sindhia and Lord Hastings, dated the 5th of November, 1817 ...	205
69	Letter, dated the 23rd of August, 1817, to the Marquess of Hastings from Sir T. Hislop ...	212
70	Letter, dated the 6th of October, 1817, from Sir T. Hislop to Sir John Malcolm	217
71	Letter, dated the 24th of December, 1817, from Sir John Malcolm to John Adam, Secretary to the Government of India	220
72	Letter, dated the 6th of January, 1818, to Mr. John Adam from Sir J. Malcolm	222
73	Treaty between the English and the Raja Vikrama Shah of Nepal, dated the 2nd of December, 1815	226
74	Treaty between the Nawab Ghazi-ud din Hyder and Lord Moira, dated the 1st of May, 1816 ...	229
75	Minute, dated the 3rd of September, 1825, on Sir Charles Metcalf's Memorandum by Lord Amherst	231
76	A Minute, dated the 5th of July, 1834, by Lord William Bentinck	233
77	Letter, dated the 1st of June, 1835, from T. B. Macaulay	234
78	Treaty between Lord Auckland and Muhammad Ali Shah, dated the 11th of September, 1837 ...	235
79	Letter, dated the 8th of July, 1839, to Muhammad Ali Shah of Oude from Lord Auckland ...	239
80	Minute, dated the 1st of April, 1857, from Lord Canning and the members of the Council ...	240

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DOCUMENT NO.		*Page*
81	Letter, dated the 22nd of June, 1857, to the Chief Civil or Military authority from General Sir Henry Lawrence	242
82	Notification, dated the 2nd of October, 1857, announced by Lord Canning	242
83	Letter, dated the 19th of August, 1857, to Brigadier General Wilson from W.S.R. Hodson ...	243
84	Letter, dated the 19th of August, 1857, to the Brigadier General Nicholson from John Lawrence	244
BIBLIOGRAPHY		246
INDEX		247

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INTRODUCTION

The English East India Company established their trade relation with India in the early years of the seventeenth century when the Moghul Emperor Jahangir was on the throne of Delhi. The downfall of the Moghul Empire began after the death of Aurangzib in 1707, and the frequent revolutions that followed at Delhi gave the English East India Company an opportunity to stabilise their position in India. The Company started the work of strengthening Fort William at Calcutta after 1707 and completed it in 1716. Aurangzib's grandson Azim-ud-din or Azim-ush-Shan, who was the Subahdar or Governor of Bengal from 1697 to 1712, was succeeded on his death by three other Subahdars one after the other. In 1717 Murshid Quli Khan was formally appointed Subahdar of Bengal, which post he occupied till his death in 1727. He was succeeded by his son-in-law Shuja-ud-din Muhammad Khan, who again was succeeded by his son Sarfaraz in 1739. Alivardi, who was the Naib Nazim or Deputy Governor of Bihar, overthrew Sarfaraz, and ascended the Musnad of the Subahdar of Bengal in 1740. In order to validate his usurpation of the throne he managed to secure the formal recognition of the Emperor Muhammad Shah of Delhi though this was not required for practical purpose. At this time the English had their headquarters at Calcutta, the French at Chandannagar, and the Dutch at Chinsura. Alivardi did not look with favour on the activities of the English, French and Dutch trading companies, and forbade them to build new fortifications in his territory. He, however, did not desire that they should leave his dominions, as he could extort money from them from time to time whenever pressed by financial needs. The English and the French were fully aware of this attitude of the Nawab, which served as a safeguard to their carrying on the trade in the province. In April, 1756, Alivardi died and was succeeded by his grandson Siraj-ud-daulah, who entertained a hostile attitude towards the English for various grounds. Certain actions of the English led Siraj to declare war against them, and to capture Cossimbazar. In June 1756 he attacked

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Calcutta when Drake, the Governor of Fort William, fled down the river. John Zephaniah Holwell, who was originally employed as Surgeon by the East India Company, and was seventh in Council at this time, was appointed Governor in place of Drake for defence. He along with his followers was taken prisoner and was put in the Black Hole prison of Fort William. Holwell wrote a letter describing the tragedy in his voyage home to William Davis on the 28th of February, 1757, in which it is stated that one hundred and fortyfour persons along with himself were put in the Black Hole Prison on the night of the 21st of June, 1756, and of them only he and twentytwo others survived. There are only two records in the collection of the Victoria Memorial, which refer to the Black Hole incident. One of them is a grant of Arms to J. Z. Holwell by the College of Heralds, in 1762, which states that 'Suraj-ud-Dowla, Subader of Bengal, having determined to drive the Europeans settled in their fortification, began operation with the English first as he apprehended from them greatest resistance. Accordingly he invested Calcutta Fort William, the East India Company's Residency of Bengal, on the 15th of June, 1756'. 'On the 21st of June, 1756, J. Z. Holwell suffered with the few that survived confinement and suffocation in the Black Hole Prison in Fort William at Calcutta'.

The other record, which is represented by DN. 1, is a note in original from Thomas Boileau, dated the 13th of August, 1799. It states that Thomas Boileau along with Mr. Charles Child visited by appointment Mrs. Carey on the 13th of August, 1799, at her residence at Calcutta. This lady, who was then fiftyeight years of age, was the last survivor of the unfortunate persons who were imprisoned in the Black Hole at Calcutta on the capture of that place in 1756 by Siraj-ud-daulah. She confirmed the report of the Black Hole by Holwell, and added that besides her husband her mother Mrs. Elleanor Weston (her name by second marriage) and her sister aged about ten years had also perished therein, and that other women, the wives of soldiers and children had shared a like fate there.

Thomas Boileau was a Church Warden of St. John's Church, in 1797, and died in Calcutta in 1806. Mrs. Carey, whose first husband Peter Carey had been a seafaring man, married for the second time a military officer.

It is admitted on all hands that the incident of Black Hole

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did happen though some think that the number of persons confined in the chamber as given out is a gross exaggeration. It is known from other source that only one white woman *viz.* Mrs. Carey came out of the Black Hole alive.

On the receipt of the news of the disaster at Calcutta Robert Clive, a servant of the East India Company, who was appointed Governor of Fort St. David, S. Arcot, Madras, proceeded with his troops to Bengal, recovered Calcutta and Hughly early in January 1757, and restored the English to their former position there.

Siraj-ud-Daulah removed Mir Jafar Ali Khan, who was the husband of the half-sister of Alivardi, from the post of the Commander-in-Chief of his army, which was thereafter entrusted to Mir Madan. Mir Jafar, who thenceforward occupied a subordinate position in the army, assured all help against Siraj to the English, who promised to make him Subahdar of the Province after the dethronement of the Nawab. Clive declared war against Siraj, and on the 13th of June, 1757, marched against Murshidabad, the capital of the Nawab. On the 19th of June, Major Eyre Coote, who came to Bengal along with Clive in 1756, captured the Katwa Fort. Clive in the company of Eyre Coote reached Plassey on the 22nd of June, and defeated Siraj-ud-Daulah. He declared Mir Jafar Nawab of Bengal, Bihar and Orissa, and thenceforward the real power behind the throne of the Subahdar was usurped by the English, whose influence extended through Bengal to Bihar and Orissa. Clive was appointed Governor of Fort William at Calcutta, which post he occupied till February, 1760.

George Pigot was the Governor of Madras under the English East India Company from 1755 to 1763. In 1756 the Seven Years' War broke out in Europe between the English and the French and in consequence hostilities between the two nations started in India also. In April-May 1758, the French General Count De Lally took Cuddalore, Fort St. David and Devikot, but failed to capture Tanjore.

DN 2 is a letter from Governor Pigot to Lieutenant Bannatyne, dated the 5th of June, 1758, asking him to march to Madras with all his forces, leaving the Fort where he was posted in a defenceless state, and taking Chingleput in his way. Bannatyne was further advised to bring with him as many coolies as possible from the country and give Captain Preston

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what assistance he could in bringing any stores he might have to send.

Bannatyne seems to have marched from Trichinopoly via Chingleput to Madras to help the defence of that place against the attack of the French. Lally captured Arcot in October 1758, and besieged Madras for two months from the 12th of December of that year. It is stated that the besiegers were harassed by a contingent which came from Trichinopoly and Chingleput. In the middle of February 1759, an English Squadron of ships under Admiral Pocock was in sight and Lally in despair of success on the arrival of this additional force of the enemy retired.

Eyre Coote, who was promoted to the rank of Lieutenant -Colonel in January 1759, was appointed to the command of the troops in Madras against the French.

DN 3 is a letter, dated the 28th of October, 1759, written on board the "Houghton" by Eyre Coote to the President and Council at Fort St. George. Eyre Coote extended his thanks to the members for appointing him to the command of the army in succession to Major Brereton. It is mentioned that he received a letter from them dated the 16th of October, handed him by Admiral Pocock, and in compliance thereto came to Madras with six Companies of the Regiment. He was ordered by the Directors of the East India Company to proceed to Bengal, but he did not act accordingly, and preferred to remain on the coast. He requested the members to exculpate him to the Directors for not acting in accordance with their order.

Sir George Pocock succeeded Watson to the Admiralty in 1757, and held it till 1759. He fought a naval battle with the French Admiral D'Ache on the Coromondel Coast, and Eyre Coote defeated Lally at Wandiwash in January, 1760.

Warren Hastings came to Calcutta in 1750 and was in the civil employ of the East India Company. He went to Murshidabad in 1753 and was taken prisoner there by the Nawab's officer in 1756. He secured his release and joined the British refugees from Calcutta at Falta. After the British victory at Plassey he became the Resident at Murshidabad from 1757 to 1760, and also carried on trade there.

DN 4 is a letter, dated the 27th of February, 1759, to Joseph Creswicke by Warren Hastings from Bengal. Warren Hastings describes the political situation of the country and writes that

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"The King's son having sometime since fled from Delhi where his father and brothers remain in subjection to the Vizier, is now upon the point of entering these Provinces with the intention to seize the Government from Mir Ja'far, the present Nawab. The Colonel with the Company's troops will join the latter in a few days, and then they are both to proceed to Patna to oppose the King's son". "The King's son has not many men with him, nor money, but will probably be joined by the disaffected persons in these Provinces, who are I am afraid the strongest party in it". It is further stated that trouble and disorder will break out in the Provinces following the conflict, the result of which will be uncertain, but it is hoped that they will not endanger the settlements of the Company. As regards his personal matter Hastings says that he made considerable profit in trade during the preceding two years but he could not say anything about the current or the following year which promised nothing but war and confusion.

The Mughal Emperor Aurangzib, who died in 1707, was succeeded by Bahadur Shah, Jahandar Shah, Farrukhsiyar, Muhammad Shah, and Ahmad Shah one after the other. The Vizier Ghazi-ud-din deposed Ahmad Shah in 1754, and placed 'Alamgir II on the throne of Delhi. The King, mentioned in the above letter from Warren Hastings, refers to 'Alamgir II, and the King's son mentioned in this connection is to be identified with Shahzada Ali Gohar, who assumed the name Shah 'Alam after his accession to the throne in 1759. The Shahzada revolted against his father and fled to Oudh where he joined Shuja-ud-daulah, the Vizier of the country. After the installation of Mir Ja'far on the throne of Bengal, Bihar and Orissa as Nawab, the Shahzada claimed suzerainty over the Provinces and advanced with his army to Bihar aided by Shuja-ud-daulah. He was, however, repulsed by Colonel Clive, who forced him to retreat.

The Dutch did not look with favour on the increase of the power and influence of the British in Bengal after the battle of Plassey, and entered into a secret negotiation with Mir Ja'far, who resented the domination of Clive. Under instructions from Clive, Colonel Forde finally defeated the Dutch at Biderra near Chinsura in November 1759, after which the Dutch submitted to the British and limited their activities exclusively to the field of trade.

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Clive left India in February 1760, and Holwell officiated as the Governor of Bengal till July when Henry Vansittart assumed that office. Warren Hastings was appointed a member of the Council in 1761.

DN 5 is a treaty, dated the 23rd of August, 1760, between Nawab Ja'far Ali Khan (Mir Ja'far) and the Dutch East India Company in Bengal signed by the President and Council at Fort William as guarantees. According to the terms of the treaty the Dutch were not entitled to retain more than one hundred and twentyfive Europeans at Chinsura as agreed upon by a treaty concluded in 1759, and they were to reduce their fortifications if they had erected new ones since the execution of the treaty. They were to send away their guns and military stores in excess of those barely necessary for the ordinary use of their factory, and they were not to allow more than one European ship to sail beyond Kulpi and Fulta without the permission of the Nawab. As guaranteed by the Firman of the Mughal Emperors, the Dutch retained the right of trade in Bengal, Bihar and Orissa in all articles except the salt petre. The treaty is signed by Henry Vansittart on behalf of the British.

Shortly after the conclusion of the above treaty the British deposed Mir Ja'far and helped the latter's son-in-law Mir Kasim, also known as Kasim 'Ali, to obtain the Subahdarship of Bengal in October 1760. In return for this service Mir Kasim ceded to the British the Districts of Burdwan, Midnapore and Chittagong, but he soon turned hostile to them. In 1763, the British declared war against him and invaded his capital Monghyr. Mir Kasim fled to Oudh and the British reinstated the old Mir Ja'far on the Musnad of Bengal in July 1763. The deposed Nawab succeeded in securing the co-operation of the Emperor Shah Alam and Shuja-ud-daulah, Vizier of Oudh, and all the three advanced towards Patna but were defeated by the British in the battle of Buxar on the 23rd of October, 1764. The Emperor submitted, Mir Kasim took to flight, and Shuja-ud-daulah fled to the Rohila country, whereupon the British captured the forts of Chunar and Allahabad.

DN 6, dated the 10th of July, 1763, incorporates the demands made on the British by Mir Ja'far after his reaccession which were agreed to and signed by Vansittart and others. One of these demands was that since Colonel Clive had presented Chandannagar and the French Factory to Mir Ja'far who had

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entrusted them to the charge of Omar Beg Khan—no English man was to exercise any authority therein.

Within a few days after the execution of the above agreement the British forced Mir Ja'far to accept terms more favourable to them.

DN 7 is a treaty, dated the 13th of July, 1763, between Mir Ja'far and the East India Company, which states that Henry Vansittart and others on behalf of the East India Company reinstated Mir Ja'far Khan on the Musnad of the Subahdar of Bengal, Bihar and Orissa by deposing Mir Muhammad Kasim Khan, and all the properties of the latter falling in their hands would be delivered to the Nawab. The Nawab granted and confirmed to the Company, for defraying the expenses of their troops, the Chucklahs of Burdwan, Midnapore and Chittagong. He would not maintain more than 12,000 horse and 12,000 foot, and he would be entitled to requisition the Company's troops when required. He granted the Company trade facilities, and cancelled the Parwana granted by Mir Kasim to merchants exempting them from all duties, which would thenceforward be collected as before. He also agreed to pay to the Company thirty lakhs of rupees to meet the expenses and loss incurred in the war with Mir Kasim and due to the stoppage of their investments.

The Nawab Mir Ja'far granted some money to those who were in the army at the time when the war broke out with Mir Kasim, and promised to pay the amount by instalment, a portion of which was received for distribution early in 1764.

DN 8 is a letter, dated the 1st of March, 1764, to Anselm Beaumont, Resident at Midnapore, signed by Vansittart, Warren Hastings and others concerning the payments of Mir Ja'far's donation to the troops at Midnapore. It fixes the shares to the sum to be given to the army according to rank.

Henry Vansittart due to his difference with the members of the Council left for England on the 3rd of December, 1764, and J. Spencer assumed the post of the Governor. Mir Ja'far died in February 1765, and his son Nazim-ud-daulah ascended the Musnad of the Nawab with the help of the British.

DN 9 is a treaty, dated the 3rd of February, 1765, between Nazim-ud-daulah and the East India Company, which states that the Governor in Council secured from the Nawab the Subahdari of the Provinces of Bengal, Bihar and Orissa and promised to protect him from all enemies. The Nawab was to continue to

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pay five lakhs of rupees monthly as agreed to by his father for defraying the extraordinary expenses of the war, which was then being carried on with Shuja-ud-daulah (of Oudh). For efficient administration the Nawab required the services of a person with wide experience to assist him, and at the recommendation of the Governor in Council he appointed Raza Khan, Naib of Dacca, as Naib Nazim for the purpose. Raza Khan would be in charge of the chief management of the administration under the Nawab and would not be liable to dismissal without the acquiescence of the Governor in Council. The Nawab would abide by all the treaties made by his father with the British and the Dutch and would not allow the French to erect fortifications, hold lands or maintain forces. The treaty is signed by J. Spencer and others.

DN 10 is a letter, dated the 3rd of May, 1765, to Hugh Watts, Resident at Midnapore, with a copy of the Proclamation, dated the 6th of March, 1765, signed by J. Spencer and others, stating that the United Company of Merchants of England trading in the East Indies acknowledged Nazim-ud-daulah as the Subahdar on the death of Mir Ja'far.

The deplorable condition of the affairs of the East India Company in Bengal led the Directors to appoint Clive, who had been made a peer in recognition of his earlier services, the Governor of Fort William in Bengal for the second time for the restoration of peace and order.

DN 11 is a letter, dated the 3rd of May, 1765, to Hugh Watts, Resident at Midnapore, signed by Lord Clive and others, announcing the arrival of Clive and the assumption of the Government of the Presidency by him on that date.

After the appointment of Raza Khan as Naib Nazim Nawab Nazim-ud-daulah was reduced to the position of a pensioner, and this made the political and administrative authority of the British secure in Bengal. Clive was not, however, in favour of extending the Company's territory too widely as it would be difficult to control, and decided to restore Oudh to the Nawab Vizier Shuja-ud-daulah.

DN 12 is a treaty, dated the 16th of August, 1765, between Robert Lord Clive, Commander-in-Chief of Forces, President of the Council and Governor of Fort William on behalf of Nawab Nazim-ud-daulah, Subahdar of Bengal, Bihar and Orissa, and the Nawab Shuja-ud-daulah, Vizier of the Emperor. It states

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that if the territory of one was attacked by an enemy the joint army of both would resist him. Shuja-ud-daulah was given back his dominions except Allahabad and Cora and the Fort of Chunar, and the Emperor Shah 'Alam was given Cora and such part of the Province of Allahabad as he then possessed as a royal demesne. In consideration of the heavy expenses incurred by the Company in the late war *i.e.* the battle of Buxar; the Vizier was to pay to the Company fifty lakhs of rupees within thirteen months by instalments, and the fort of Chunar would not be evacuated by the British till the above sum was realised. Bulwand Sing was given the zamindaries of Benares, Ghazipur and some other districts for coming over to the side of Mir Ja'far at the time of the war with Shuja-ud-daulah and Mir Kasim, and the country of Benares was restored to the Vizier who was to permit Bulwand Singh to continue to hold his zamindaries on condition of payment of revenue to him. The Vizier was not to give Kasim 'Ali Khan and Somber any shelter in his dominions and should allow the English Company to carry on a trade, free of duty in his territory.

It is known from other sources that the Company agreed to pay to Shah 'Alam twentysix lakhs of rupees annually from the revenue of Bengal, and the Emperor granted them the Diwani of Bengal, Behar and Orissa. Orissa comprised Midnapore and part of the Hughli District. Clive devoted his attention to the improvement of the administration and the removal of corruption.

DN 13 is a letter, dated the 10th of October, 1765, to Hugh Watts, Resident at Midnapore, signed by Clive and others, which states that Reza Khan made a representation against lending money to the zemindars residing in the dominions of the Nawab. The Governor in Council considered the matter, and was of the opinion that this practice of lending money to the zemindars tended to interfere with the regular collection of revenue both in the Nawab's dominions and in the immediate possessions of the Company. He therefore issued orders that none of their officers should lend money to the zemindars living in the Company's territory without the approval of the (Select) Committee or the Governor in Council; or to those living in the dominions of the Nawab without the approval of the Minister Muhammad Reza Khan, Jagat Seth and Durlabharam.

Jagat Seth was the famous Banker of Murshidabad, and

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Durlabhram or Rai Durlabharama, son of Jankirama, who was formerly the Governor of Orissa under Alivardi Khan, held the post of the Diwan under Mir Ja'far and Nazim-ud-daulah.

Nawab Nazim-ud-daulah died on the 8th of May, 1766, and the British placed his younger brother Saif-ud-daulah on the Musnad of the Subahdar.

DN 14 is a treaty, dated the 19th of May, 1766, between the Nawab Saif-ud-daulah and the East India Company, which states that the King *i.e.*, Shah 'Alam granted the East India Company the Diwani of Bengal, Bihar and Orissa as a free gift for ever, and the Nawab left to the Company the charge of the protection of the Provinces and the management of the forces required for the purpose. The Company were to pay him annually Rs. 41,86,131-9-0 *viz.*, Rs. 17,78,854-1-0 for his house, servants and other expenses, and the remaining sum of Rs. 24,07,277-8-0 for the support of his sepoys, peons etc. Minuh-ud-daulah, who was at the instance of the Governor in Council appointed Naib of the Province and invested with the management of affairs in conjunction with Maharajah Durlabharam and Jagat Seth, would, in the exercise of his powers, disburse the above sum of Rs. 24,07,277-8-0 for the purposes mentioned above. The Nawab confirmed the treaties made by both his father and brother.

It may be mentioned that the Company granted the Nawab from the revenue of the Provinces of Bengal, Bihar and Orissa the sum of fiftythree lakhs of rupees in 1765, which was reduced to fortyone lakhs in 1766, thirtytwo lakhs in 1769 and sixteen lakhs in 1773, for his maintenance.

DN 15 is a letter, dated the 22nd of May 1766, to John Graham, Resident at Midnapore, signed by W. B. Sumner, accompanying a Proclamation stating that the Nawab Nazim -ud-daulah died on the 8th of May, 1766, and announcing that the President and Council of Fort William, who were acting in the Diwani on behalf of the King Shah 'Alam for the Province of Bengal, Bihar and Orissa, acknowledged Saif-ud-daulah as the Subahdar of the Province in succession to Nizam-ud-daulah.

Lord Clive left India in January 1767, and was succeeded to the post of the Governor by Henry Verelst, a member of the Select Committee. In 1751 the whole of Orissa upto the border of Midnapore had been ceded to the Marathas by the Nawab Alivardi Khan and the Province of Orissa, which remained

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under the control of the Nawabs of Bengal, comprised only Midnapore and part of the Hughli District. In 1760 the Nawab Mir Kasim had ceded Midnapore to the East India Company, and at the time, when Verelst occupied the post of the Governor, George Vansittart was Resident of that District. Vansittart wrote a letter to Verelst on the 5th of May, 1767, proposing to exchange some neighbouring Parganas with the Marathas.

DN 16 is a letter, dated the 27th of May, 1767, written in reply to the above letter, by H. Verelst to G. Vansittart, Resident at Midnapore. Verelst informed Vansittart that the Company were in treaty (with the Marathas) for the whole of the Cuttack country, and if necessary the Pargana of Potaspore there might be placed under the orders of the Resident at Midnapore.

Cuttack remained under the control of the Marathas till 1803 when it was annexed to the Company's dominion by Lord Wellesley.

In July, 1765, the Select Committee issued a public notice prohibiting all free merchants from residing in the country and carrying on trade there after the 21st of October without their permission, and on the 10th of October the Committee with Lord Clive at the head ordered Hugh Watts, Resident at Midnapore, to send to Calcutta by the 21st of October all free merchants and other Europeans. Notwithstanding this order, some merchants were still carrying on trade up country and a drastic measure was taken to meet the situation.

DN 17 is a letter, dated the 16th of February, 1767, to Francis Charlton, Resident at Chittagong, signed by Verelst and others, which states that there was good reason to believe that some free merchants were still carrying on unauthorised trade. Charlton was requested to arrest all of them and send them to the Presidency.

The merchants in the country suffered great inconvenience due to the scarcity of specie, and made a representation to the Governor in Council to help them to meet their requirements.

DN 18 is a letter, dated the 17th of June, 1769, to John Reed, Provisional Chief of the Council at Chittagong, signed by Verelst and others. It states that the Governor in Council had proposed to the Nawab and his Ministers to establish a gold currency, and the latter had acquiesced in it and established a gold mint which was expected to relieve the distress. The

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Governor in Council also desired to carry this plan into execution within their jurisdiction, and the Resident at Chittagong was advised to give publicity to it in his factory.

In December, 1769, Verelst was succeeded to the post of the Governor by John Cartier, who held it for a little over two years from the 26th of December, 1769, to the 13th of April, 1772. The Nawab Saif-ud-daulah was succeeded by his brother Mubarak-ud-daulah in 1770, and in that year the latter concluded a treaty with the East India Company.

DN 19 is a treaty, dated the 21st of March, 1770, between Mubarak-ud-daulah and the East India Company, signed by John Cartier and others. It states that Mubarak-ud-daulah confirmed and ratified all the treaties concluded by the preceding Nawabs, and that the East India Company as by treaty agreement were to pay to the King Shah 'Alam Rs. 2,16,666-10-9 monthly and to Mubarak-ud-daulah an annual stipend of Rs. 31,81,991-9-0. Out of the sum to be paid to the Nawab Rs. 15,81,991-9-0 were to be spent for his household establishment, and Rs. 16,00,000 were to be disbursed by the Naib Mina-ud-daulah, Jagat Seth and Durlabharam to meet the expenses of Nawab's sepoys, peons etc.

In 1770 a terrible famine caused immense havoc in Bengal, and one third of the arable lands was laid waste. Many people lost their lives and a large number of cattle died of starvation.

DN 20 is a letter, dated the 1st of February, 1771, to the Chief and the Comptrolling Council and Revenue at Murshidabad, from Col.Champion. It states that Col. Champion received an order from the Select Committee to march with his brigade to Dinapore immediately, and in order to execute it he wrote to Mr. Harwood to supply him with draught and carriage cattle as he was in want of them. Harwood in reply expressed his inability to comply, as all the cattle within his district were hardly sufficient to till the lands there. Champion therefore addressed Mr. Ducarel on the subject, and informed S. Middleton of the situation. S. Middleton was further informed that the third Brigade had been encamped at Pulwara and could not move for want of cattle.

G. G. Ducarel was in charge of the Purnea District. Col. Champion conducted the Rohilla War in 1774, and helped the Nawab Vizier Shuja-ud-daulah in annexing Rohilkhand to Oudh.

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Warren Hastings succeeded John Cartier as Governor on the 13th of April, 1772. He was a member of the Council at Calcutta upto 1764 when he left for England. In 1769, he came back to Madras and was appointed second in Council. He was appointed Governor of Fort William in 1772 as mentioned above. It has been stated above that Muhammad Reza Khan was appointed Naib Nazim of Bengal in 1765, and was entrusted with the charge of the collection of revenue. He was very exacting and he spared no effort to extort revenue from the famine stricken people. In 1771 he not only collected the full amount but also added 10% to it. Maharaja Nandakumar, who was in charge of the collection prior to Reza Khan, brought charges of embezzlement against him and Maharaja Shitab Rai, Deputy Naib of Bihar. Under orders of the Court of Directors both Reza Khan and Shitab Rai were removed from their posts and the Company itself took charge of the collection. Warren Hastings issued orders for their arrest.

DN 21 is a letter, dated the 28th of April, 1772, to the President and Comptrolling Committee of Revenue at Fort William at Calcutta signed by Samuel Middleton (Chief of the Council of Revenue at Murshidabad) and George Hurst. It states that an order was received at Murshidabad from the President on the 26th of April, 1772, for the prosecution of Naib Dewan Reza Khan and his Dewan Amrit Singh and for sending them to the Presidency. It was given effect to on the previous day, and Reza Khan and Amrit Singh, under arrest, were sent to the Presidency escorted by the sepoys in charge of a European officer. The event did not cause any disturbance in the city and it was hoped that it would not interfere with the business of the collection of revenue.

Reza Khan, Amrit Singh, and Shitab Rai were detained at Calcutta and were tried before Hastings in 1773. All of them were acquitted of the charges, but the offices of the Naibs were abolished. The abolition of the posts of Naibs and the assumption of the charge of collection of revenue by the Company necessitated a change in the system of collection, and the Directors also ordered the Governor in Council to effect the necessary settlement in this connection. It was proposed to form a Committee, which would make a tour through the districts and would submit a report of their enquiry together with their recommendations.

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DN 22 is a letter, dated the 4th of June, 1772, containing a draft of the Board's instructions to Warren Hastings, President, and Gentlemen of the Deputation. It addressed the members—'Having thought it necessary to form you into a Committee to make a circuit of the Districts to the eastward of the Ganges for the purpose of effecting the settlement of the revenue by farming out the lands for a term of five years you are requested to proceed to each district for the purpose'. The Committee were to supply the fullest information necessary for a final determination regarding the new arrangement of the business of the Khalsa and the change that had been ordered to take place in the Diwani etc.

Warren Hastings expressed his view on the subject which received due consideration.

DN 23 is a Minute, dated the 14th of May, 1772, written by Warren Hastings discussing the advantages of letting out lands in the Province in farms on long leases, and the disadvantages of short term leases.

The Committee of Circuit recommended that the entire revenue administration be placed under the direct control of the President and Council, who were to constitute a Committee of Revenue. They further recommended that the Khalsa or treasury office should be shifted from Murshidabad to Calcutta, which would thereafter serve as the financial capital of Bengal. The recommendations of the Committee were approved and adopted.

Dn 24 is a letter, dated the 17th of August, 1772, to Samuel Middleton, the Chief, and Council of Revenue at Murshidabad, signed by Warren Hastings and others. It states that it was decided to remove the Khalsa and offices of the Diwani from Murshidabad to Calcutta, and it was resolved to recall the gentlemen of the Council of Revenue to the Presidency and to dissolve the appointments they had made for the management of the business of collection at that city. Middleton and the Council were to consider themselves no longer a Board of Revenue, and were to close the office there and send all records to Calcutta.

The Khalsa was thereafter removed to Calcutta, and improvements were introduced in the system of the collection of revenue under varying circumstances from time to time.

DN 25 is a letter, dated the 24th of November, 1772, to

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Warren Hastings, President, and members of the Council of Revenue from John Stewart and George Bogle, concerning certain proposals to remove the inconveniences in the collection of revenue owing to the extraordinary cheapness of grains in the Districts of Purnea and Dinajpore. It was proposed that the difficulty might be solved by purchasing wheat by the Company, which might enable the Government to make reasonable profit out of the sale of the grains, and if prices continued to be low in those Districts the Board might allow the signatories to purchase the grains there and transport them to Calcutta under certain conditions. The agents of the signatories instead of cash payments to farmers were to pay receipts to them, and the collectors and Diwans of those Districts were to receive from the farmers those receipts of the agents in payment of their kists or instalments at the Cutchery. The agents were afterwards to take them up, giving drafts upon the signatories in Calcutta for the amounts. The collection of the revenue would be facilitated by this means as the farmers would find sale for the produce of their lands, and this would also serve to avoid the risk of sending cash to the Districts and of receiving it at Calcutta therefrom.

George Bogle, referred to above, joined the service of the East India Company in 1769, and was a talented writer. In 1774, Warren Hastings appointed him to lead an embassy to the Tashi Lama of Tibet.

In 1773, the Council of Revenue at Fort William established a General Bank in Bengal to facilitate the receipts of revenue and also to help the private merchants in making advances, etc.

DN 26 is a letter, dated the 23rd of April, 1773, to Charles Bentley, Collector of Chittagong, from the Council of Revenue at Fort William, signed by Warren Hastings and others. It states that the Council had decided to give effect to the scheme of establishing a General Bank in Bengal, which had for sometime been under consideration to facilitate the receipts of revenue by the Company from out Districts to the Presidency and also to help private merchants in making advances to others to secure the circulation of their trade. The Firm Boulboo Hazzoorimull Roy Dalchand had been chosen Manager of the Bank, and the Collector of Chittagong was requested to render them all help in their business. A copy of the regulations and a schedule containing rates of exchange allowed to the Bank for

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making remittances were sent to Charles Bentley as also to those in charge of other stations of the Province.

The Regulating Act of 1773 introduced a change in the system of the Company's Government in India, and it put that Government under the control of the British Crown. According to its provisions the Government was to be conducted by the Governor-General and four Councillors. Warren Hastings was appointed the first Governor-General, and General Clavering, Colonel Monson, Philip Francis, and Richard Barwell were appointed members of the Council. A Supreme Court of Judicature was established at Fort William in Calcutta, and Elijah Impey was appointed Chief Justice of this Court. He was assisted by three Judges.

Maharaja Nanda Kumar Rai brought a charge of corruption against Warren Hastings in March 1775, and in April of that year Warren Hastings and Barwell brought a charge of conspiracy against Nanda Kumar before the Court. When this case of conspiracy was pending one Mohan Prasad, who had been given a power of attorney by Bulaki Doss, a resident of Murshidabad who had since died, brought a charge of forgery against Nanda Kumar, who was put under arrest and lodged in Jail. The trial, which began on the 9th of June, 1775, was held by Elijah Impey and three other Judges of the Supreme Court. The bond, written in Persian, which is said to have been forged, states that Nanda Kumar deposited some jewels with Bulaki Doss in 1758, which were plundered by Nawab Mir Kasim's army in 1765 after sacking Bulaki Doss' house. The Jewels were valued at fortyeight thousand twentyone rupees, which sum Bulaki Doss, in the bond, promises to pay to Nanda Kumar in lieu of the jewels together with a premium of four annas on every rupee of the total sum.

After the death of Bulaki Doss, Nanda Kumar, on the strength of this bond, realised the sum from the widow of the former. The bond is now in the collection of the Victoria Memorial.

DN 27 is an indictment of Nanda Kumar, dated the 27th of June, 1775. Only a portion of it has been published in this work, the rest of it being only a repetition of the same matter. It states that Maharaja Nanda Kumar Bahadur, late inhabitant of the town of Calcutta, and a person subject to the jurisdiction of the Supreme Court of Judicature, at Fort William, forged on the

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15th of January, 1770, a certain bond in the Persian language purporting to be 'sealed by one Bulaki Doss (then deceased) in his life time, with an intent to defraud Ganga Kissen and Pud Mohan Doss, the executor, and Ganga Kissen and Hengoo Laul, two nephews of Bulaki Doss and trustees named in the last will and testament of Bulaki Doss, deceased, of the sum of fortyeight thousand and twentyone sicca rupees principal, and of four annas on each rupee on the principal sum as premium against the form of the statute.' Nanda Kumar had realized the sum on the strength of the bond in question from the widow of Bulaki Doss long before the charge of forgery was brought against him. He was found guilty of the charge, was condemned to death in accordance with the terms of the English Criminal Act, and was executed on the 5th of August, 1775.

In the Council all the members except Barwell were opposed to Warren Hastings, who was therefore in a minority. Warren Hastings contemplated resignation of his office, and authorised, on the 27th of March, 1775, his Agent in England, Colonel Maclean to 'signify to the Directors his intention to resign', but on the 18th of May of that year he withdrew the authority intimating that he had changed his mind. In 1776 Maclean suggested to the Directors that Hastings would resign his post on condition of an honourable reception on his return to London and this was accepted by the latter. In the meantime on the death of Monson, in September, 1776, Hastings' position in the Council turned in his favour, though the opposition of some members still continued.

DN 28 is a letter, dated the 9th of December, 1776, to Richard Sumner from Philip Francis, concerning the refusal by the latter to sign a proposed letter to the Provincial Council directing them to enforce official orders issued by the Governor-General alone. The reason given by Philip Francis for taking this action was that the law expressly vested the ordering, management and Government of the territorial acquisition and revenues in the Governor-General and Council. This was a joint trust. If the orders were issued by the Governor-General alone it would in effect be applied to the uniting in the Governor-General those powers over the territorial acquisitions and revenues, which by law were jointly vested in the Governor-General and Council.

In June 1777 the news of Maclean's negotiations reached Calcutta and Clavering taking Hastings' resignation as a settled

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fact assumed, by virtue of his being the senior member in the Council, the post of the Governor-General. He asked Hastings to deliver the keys of the fortress to him and also to make over to him the charge of the treasury.

DN 29 is a letter, dated the 20th of June, 1777, to Warren Hastings from J. Clavering. It states that two letters one dated the 30th of October, 1776, and the other, dated the 15th of November, 1776, from the Court of Directors announced the resignation of Warren Hastings and the appointment of Edward Wheler as a member of the Council in place of Clavering, who was promoted to the post of the Governor-General. Clavering by virtue of the Law and authority vested in him asked Warren Hastings to surrender to him the keys of the Fort and the Company's treasury in his possession before the close of the day i.e. 20th of June.

Warren Hastings refused to obey the order on the ground that he had neither resigned his post nor had he been dismissed. The situation became so serious that the question had to be referred to the Supreme Court for decision.

DN 30 is a letter, dated the 20th of June, 1777, to Sir Elijah Impey from Warren Hastings, approved by the majority of the members of the Council, requesting the Chief Justice to assemble the Judges of the Supreme Court to assist them with their advice and authority on the important and alarming situation created by the pretensions urged by General Clavering to the office of the Governor-General.

The Judges considered the question and communicated their decision in the matter to the Governor-General and the members of the Council on that very day.

DN 31 is a letter, dated the 20th of June, 1777, to Warren Hastings from Elijah Impey and other Judges in reply to his letter (DN 30). The Judges stated that they were unanimously of the opinion that the place and office of the Governor-General of this Presidency had not upto that time been vacated by Mr. Hastings, and that the actual assumption of the Government by the member of the Council next in succession to Mr. Hastings would be illegal.

Both Clavering and Francis submitted to the decision of the Judges.

DN 32 is a letter, dated the 21st of June, 1777, to Warren Hastings from J. Clavering and Philip Francis intimating their

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acquiescence in the opinion of the Judges regarding the office of the Governor-General.

The Governor-General and Council at Fort William continued to keep watch on the movements of the French residents and their mercantile activities in the Province.

DN 33 is a letter, dated the 4th of March, 1776, to Charles Goring, President, and Members of Calcutta Committee of Revenue, from Warren Hastings and others asking them to submit a report regarding the number of French flags hoisted in the different parts of the country, their situation etc.

DN 34 is a letter, dated the 26th of December, 1780, to David Anderson, President, and Members of the Calcutta Committee of Revenue, from Warren Hastings ordering them to arrest and make prisoners all lower class French men in the Province, and to ask the better class French men to leave the Province by the 31st of January, 1781, by sea, failing which they were to be put under arrest and kept under restraint.

Augustus Cleaveland, who was Collector and Judge of the Diwani Adalat of the Districts of Bhagalpore, Monghyr and Rajmahal, subjugated by conciliatory measure the lawless and savage people of the jungle territory of Rajmahal, who caused disturbances to the neighbouring lands by predatory incursions.

DN 35 is a letter, dated the 17th of May, 1779, to Warren Hastings from Augustus Cleaveland from Rajmahal forwarding an account of the Districts of Rajmahal and Bhagalpore for the year 1186, and mentioning that there was an additional charge of Rs. 837-7-0 for the District of Rajmahal being the amount disbursed for presents and feasts to the general tribes of hill people agreeable to Warren Hastings' orders to Captain Browne of the 27th of January and 10th of March, 1778. It acquainted the Board that no less than twentynine Mangeys or Chiefs of the hills, who had never before submitted, had come down and taken the usual oath of allegiance to the Government.

In 1765 the British handed over to the Emperor Shah 'Alam Allahabad and Kara, and agreed to pay him twentysix lakhs of rupees annually in return for the grant of the Diwani of Bengal, Bihar and Orissa to the Company. The Marathas, who left Northern India after their defeat in the battle of Panipat by Ahmed Shah, regained their strength in 1769 and occupied Delhi in 1771. Under their influence Shah 'Alam left

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British protection, made Delhi his residence, handing over to his new allies Allahabad and Kara. This alienated the British, who stopped payment of the tribute of twentysix lakhs of rupees to the Emperor, and made a treaty with the Vizier Shuja-ud-daulah of Oudh by which they handed over to him Allahabad and Kara in lieu of his promise to pay fifty lakhs of rupees annually to the Company.

DN 36 is a treaty, dated the 12th of September, 1773, between the English East India Company, signed by Warren Hastings, and the Nawab Vizier Shuja-ud-daulah of Oudh, which states that by a treaty concluded on the 16th of August, 1765, between the Vizier and the Company the Districts of Corah and Allahabad were given to the Emperor Shah 'Alam to meet his expenses. His Majesty had abandoned the British and handed over the Districts of Corah and Currah to the Marathas to the prejudice of the interest of both the Company and the Vizier. Due to this action of the Emperor the Districts of Allahabad, Corah and Currah receded to the Company who had agreed to hand them over to the Vizier on condition that the latter would pay to them fifty lakhs of rupees by instalments in addition to a sum of two lakhs ten thousand rupees per month for the maintenance of a Brigade in the interest of the Vizier.

Corah or Kora is a town in the Fatehpur District, and Currah or Kara is a small town in the Allahabad District. The Vizier Shuja-ud-daulah died on the 26th of January, 1775, and was succeeded by his son Asaf-ud-daulah on the Musnad of Oudh. The new Vizier had to agree to the hard terms offered by the British, and cede to them the territory of Benares.

DN 37 is a treaty, dated the 21st of May, 1775, between the Nawab Vizier Asaf-ud-daulah and the English East India Company, signed by Warren Hastings and other Members of the Council. It states that the Nawab was not to entertain Cossim Ally (Mir Kasim), former subahdar of Bengal, and Sumrao, murderer of the English, but was to take them prisoners, if they were within his jurisdiction, and deliver them up to the British. The Nawab was to dismiss all Europeans in his service, and was to make over to the English Company the sovereignty and possession of the Districts dependent on Raja Chait Singh. The districts, referred to, have been specified, and the mint and kotwali of Benares included in the list. The amount of money to be paid to the British for the maintenance of a

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Brigade in the Nawab's territory was raised to two lakhs and sixty thousand rupees monthly.

Charles Purling was a Resident at the Vizier's Court, and Osborne was a Captain of the army under British control there. It was the policy of the British at this time to respect the sovereignty of the Vizier and obey and act up to his wishes though they were virtually in power in his dominion.

DN 38 is a letter, dated May 1780, to Charles Purling from Warren Hastings and Philip Francis asking him to disband immediately five hundred troops, which were newly raised and which the Vizier objected to. It was further stated that the troops under Captain Osborne were either to be discharged or incorporated with some of the Vizier's other troops, if the districts, which had recently been reduced, could be secured without their assistance.

In terms of the treaty of 1775, as noted above, the British got the sovereign authority over the Province of Benares. There is a document, dated the 29th of March, 1842, in the collection of the Victoria Memorial containing remarks on Jonathan Duncan's 'Settlement of the Province of Benares' by D. B. Morrison, the introductory portion of which narrates a brief history of the Province as follows—

"Before British possession the Province of Benares was attached to the Mahomedan Subah of Allahabad under the authority of the Nawab Vizier of Oude. About the year 1788 Sambut, in A.D. 1732, Munsaram, the ancestor of the present Raja of Benares, obtained the appointment of Aumil or Superintendent of the Revenue Collection, an office which virtually invested him with the chief administrative authority of the State, and on his demise his son Bulwant Singh succeeded to the office. The weakness of the Muhammadan rule and the troubles in which the different portions of the Empire were involved tended to strengthen the power of the local officers and enabled them to adopt measures and manage affairs with a view to the scecurity of their own power, and supremacy of their own authority within the limits of their respective jurisdiction. Both Munsaram and Bulwant Singh were men of ability, and the object of the latter was clearly to establish his own dynasty in this part of the country by making himself, as far as he could, sole zemindar. In pursuance of this policy he proceeded to a great length in ousting the old zemindars and forcing them to give up tenures

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which they held from former Governments. So perseveringly was this system followed up that it became dangerous for any one under his rule to assert a right to be called zemindar. The records and offices of Canoongoe were destroyed, and every means taken to render the substances of zemindary claims as difficult as possible."

"2nd. After his death, which happened about 1827 *i.e.* 1770, his illegitimate son Chyte Singh succeeded to his power, and followed the same system, and in 1773 he received the first proprietory title by a Sunnud granted to him by the Nawab Shuja -ud-daulah at the instance of the British Government by virtue of which he was acknowledged zemindar instead of Aumil. In 1838 Sumbut (A.D. 1780) the well-known disagreement arose between Chyte Singh and the British Government which ended in his flight and the direct establishment of our rule in the Province of Benares."

"3rd. Our previous connection with the Province commenced some years before, when by the treaty, dated 21st May 1775 with Asaf-ud-daulah the Vizier of Oudh, the districts under Chyte Singh's rule were ceded to us, and a patta was granted to him on the 15th of April, 1776, stipulating for a payment of 22,60,180 sicca rupees a year, but no direct interference in the internal administration seems to have occurred till after the flight of Chyte Singh. Mr. Warren Hastings then made a settlement with Rajah Moheputnarain, the grandson by female descendant of Rajah Bulwant Singh, as appears from the patta granted to him on the 14th of September, 1781. This arrangement continued in force for some years till it was set aside, and quartennial and decennial settlement introduced by Mr. J. Duncan, the Resident in 1197 F.S."

Bulwant Singh received the title of Raja from the Vizier of Oudh, which had since become hereditary. During the zemindary of Chait Singh there were occasional clashes between his officers and those of the Company.

DN 39 and 40, dated respectively the 1st and 3rd of August, 1780, are two letters to Francis Fowke, Resident at Benares, from Eyre Coote, Commander-in-Chief, complaining against the conduct of some officers of Raja Chait Singh.

Haider 'Ali, Sultan of Mysore, died in December 1782, and was succeeded by his son Tipu, who continued hostilities with the British. In 1783 the British seized Mangalore, Dharapuram and

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Palghat, and captured Cannanoor from Ali Rajah Bibi, Queen of that country, as the latter had detained British troops, who were on their way to join the British army, but in 1784 had to surrender Mangalore to Tipu. Lord Macartney, Governor of Madras, was anxious for peace with Tipu though the British were in an advantageous position. He sent Commissions to the Sultan for the purpose, and a treaty was concluded with the latter.

DN 41 is a Treaty of Peace between the English East India Company and Tipu Sultan, concluded at Mangalore on the 11th of March, 1784, and ratified by the Governor-General at Fort William on the 20th of April, 1784. It comprises the adjustment of claims of the Rajas of Tanjore and Travancore, who were allies of the British, and Bibi of Cannanore and the Rajas and zemindars of the Malabar coast who were allies of Tipu. Tipu was to evacuate all places occupied by his troops in the Carnatic including the forts of Amboorghur and Satgur and to release all persons taken prisoners during the late war. The British on their part agreed to return all persons taken prisoners during the last war, and to evacuate and restore the fort and District of Cannanore to Ali Raja Bibi, Queen of that country. All persons who had been taken prisoners and carried away from the Carnatic Payen Ghaut, which comprised Tanjore, by the late Haidar 'Ali Khan and Tipu were to be returned to their country if they were willing to go back. So also were to be released all persons owing allegiance to the Raja of Venkatagiri, who had been taken prisoners. A list of principal persons attached to the Nawab Muhammad Ali Khan and the Raja of Venkatagiri was to be delivered to Tipu's Ministers. Tipu confirmed all commercial privileges given to the British by the late Sultan Haidar 'Ali and agreed to restore to them some territories belonging to the settlements of Tellicherry, which were seized by Sadar Khan from the British at the commencement of the late war.

Warren Hastings, who considered the Treaty of Mangalore as most humiliating to the British and disapproved of the conduct of its author Lord Macartney, had to ratify it under force of circumstances. Tipu released only a portion of the British army taken as prisoners, and thus violated the terms of the treaty.

Warren Hastings resigned his post of the Governor-General

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on the 1st of February, 1785, and reached England in June of that year. In 1786 Edmund Burke moved for the impeachment of Warren Hastings for maladministration in India, and was assisted in the matter by Philip Francis in this connection.

DN 42 is an autograph letter, dated the 11th of October, 1787, from Edmund Burke to Henry Dundas, and DN 43 is another letter, dated the 9th of December, 1787, to Henry Dundas from Edmund Burke, with a copy of a letter from Dundas to Burke, dated the 26th of March, 1787.

The letters, mentioned above, are in connection with the Impeachment of Warren Hastings, whose trial on the charges began on the 13th of February, 1788. The trial continued for seven years and Warren Hastings was acquitted of all the charges on the 23rd of April, 1795. There is in the collection of the Victoria Memorial a ticket for admission, issued to the Deputy Clerk of the Crown in Chancery, who acted as a Clerk of the court before which Warren Hastings was tried.

After the departure of Warren Hastings from India, Sir John Macpherson, second in Council, served as Governor-General till the office was assumed by Lord Cornwallis in September 1786.

Jonathan Duncan, who joined the East India Company's service at Calcutta, in 1772, was appointed Resident and Superintendent at Benares in 1788, and he held that post till 1795.

DN 44 is a letter, dated the 4th of March, 1788, to Jonathan Duncan from Cornwallis and John Shore informing him that the Governor-General and Council approved and confirmed the appointment of Muftee Karunulla as the judge of the town and suburb of Jaunpore and Magistrate for the police thereof with the same Sunad of investiture that was granted to the Judge and Magistrate of Guzeepore.

In the collection of the Victoria Memorial there is a letter, dated the 26th of December, 1787, from the Governor-General and Council to Jonathan Duncan, Resident at Benares, forwarding a resolution on a report prepared by Mr. Barlow on the trade, customs and mint of Benares, and requesting that it might be acted upon. It is signed by Cornwallis, Charles Stuart and J. Shore.

In the territories under the East India Company the administration of justice in the Criminal Court was carried on according to regulations prescribed for the purpose. The District authorities were not entitled to try the European British subject, accused

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of criminal offences, and were to refer such cases to the Supreme Court of Judicature in the Presidency for disposal. Lord Cornwallis extended this privilege to European French subjects, who lived in India in the British territory.

DN 45 is a letter, dated the 12th of November, 1788, to Jonathan Duncan, described as the Magistrate of Benares, from Cornwallis and Charles Stuart, stating that the last part of the 12th Article of the Regulations for the administration of Justice in the Phouzdarry or Criminal Court *viz.*, "that all Europeans not British subjects are equally amenable with the natives to the authority of the Magistrate within his own District and to the Phouzdarry Court to which they may be committed", had been amended. The Article was applicable to French subjects other than those residing in the old French Factories of Chandernagar, Cossimbazar, Dacca, Jugdea, Balasore and Patna, which with the territories belonging to the French were under the protection of the French Flag, and subject to the French jurisdiction. In pursuance thereof a French subject, accused of a criminal offence in one of the districts, was to be sent to the Presidency and delivered to the Remembrancer of the Criminal Court for trial. If the complainant was not able to meet the travelling expenses to the Presidency to be incurred for himself and his witnesses the fact was to be reported to the Remembrancer for the information of the Governor-General.

In the collection of the Victoria Memorial there is a long letter, dated the 17th of June, 1789, to Jonathan Duncan, Resident at Benares, praising him in the highest terms possible for the work he had done with regard to the prosperity of the country, from the Governor-General and Council, signed by Cornwallis.

The British maintained a friendly relation with the Marathas for twenty years after the treaty of Salbai, which was concluded in 1782. In the eighth decade of the 18th century the principal Maratha chiefs were the Peshwa Madhava Rao Narayan (Madhava Rao II), whose regent was Nana Phadnavis, Mahadaji Rao Sindhia of Gwalior, Tukoji Holkar of Indore, Raghuji Bhonsle of Nagpore and Govinda Rao Gaikwad of Baroda. At this time Charles Ware Malet was Resident at the Peshwa's Court at Poona, and Captain William Kirkpatrick was appointed Resident at Gwalior.

DN 46 is a letter, dated the 20th of November, 1786, to Charles Ware Malet, Resident at Poona, from Lord Cornwallis

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informing him that he had appointed Captain William Kirkpatrick Resident at Gwalior with Mahadaji Sindhia in place of Lieutenant Anderson, who was granted leave on medical grounds. Charles Ware Malet was advised to communicate with Kirkpatrick, and to inform, if he deemed it necessary, the Peshwa and Nana Phadnavis of this appointment and of the reason of Mr. Anderson's departure as stated above.

Tipu Sultan of Mysore invaded Travancore, the Raja of which State was an ally of the British. This led Lord Cornwallis to declare war against Tipu and to enter, in July 1790, into an alliance with the Peshwa Madhava Rao Narayan and Nizam 'Ali Khan Asaf Jah, Nizam of Hyderabad, against the aggressor.

DN 47 is a treaty, dated the 1st of June, 1790, of offensive and defensive alliance between the East India Company, Nawab Asaf Jah, Subahdar of the Deccan, and the Peshwa Sewiy Madhava Rao Narayan Pandit Pradhana forming a league to punish Tipu and to deprive him of all means of disturbing the general tranquillity in future. It stipulated that the combined forces of Nawab Asaf Jah and Pandit Pradhana, consisting of at least twentyfive thousand soldiers, were to invade the territories of Tipu and reduce them as much as possible before and during the rains and to continue the war after that season. They were to supply the British with ten thousand cavalry when required. If the allies won the war the territories, forts etc., acquired after the declaration of war, were to be divided equally between the contracting powers. The treaty was executed at Panugal on the 4th of July, 1790.

The Second Mysore War with Tipu had three phases, the first of which was commanded by Sir William Medows, who became the Governor and Commander-in-Chief of Madras in February 1790. Medows seized Coimbatore but failed to make further progress whereupon Lord Cornwallis himself took the command in December 1790. The Marathas and the Nizam captured Dharwar and thereby strengthened the position of the allies.

DN 48 is a letter, dated the 30th of December, 1790, to Sir Charles Oakley, senior member at the Presidency, and the Gentlemen in Council, Fort St. George, Madras, from the Governor Major General Medows, from the camp half way between Trichinipoly and Ootatoor informing him that Lord Cornwallis was directing the campaign.

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The war with Tipu continued for nearly two years, and early in 1792 the Sultan surrendered to Cornwallis. He had to cede half of his dominions, pay an indemnity of more than £3,000,000 and to surrender as hostages two of his sons for good conduct to his adversaries.

In October 1793, Lord Cornwallis returned to England and was succeeded to the post of the Governor-General by Sir John Shore, who followed a policy of non-intervention in the war between the Nizam and the Marathas in 1794-1795. There were certain changes in the leading personalities in the Maratha States in the last decade of the 18th century. The Peshwa Madhava Rao Narayan died in October 1796, and Baji Rao II became Peshwa thereafter. Mahadaji Sindhia died in June 1793, and was succeeded by Daulat Rao Sindhia. Tukoji Holkar died in August 1797, and was succeeded by Malhar Rao Holkar. Sir John Shore followed a more active policy in Northern India. In 1797 Asaf-ud-daulah, Nawab of Oudh, died and was succeeded by Wazir 'Ali, who was of ignoble birth. As the new Nawab was of worthless character Sir John Shore deposed him and made him reside near Benares, and placed Sa'adat 'Ali Khan, a brother of Asaf-ud-daulah, on the Musnad of Oudh, in January 1798. He also availed himself of the opportunity of executing a treaty with Sa'adat 'Ali Khan to the full advantage of the Company.

DN 49 is a treaty between Sir John Shore and Sa'adat 'Ali Khan, dated the 21st of February, 1798, in accordance with the terms of which the Nawab was to pay to the Company twelve lakhs of rupees to meet the expenses they had already incurred in establishing his right. He also agreed to raise the amount of annual subsidy to the Company to seventysix lakhs of rupees, and to pay through them an allowance of more than a lakh of rupees annually to Wazir 'Ali Khan, the deposed Nawab. He further agreed to make over to the Company the exclusive possession of the fort of Allahabad and to advance eight lakhs of rupees to them for strengthening its fortification. The English troops were at that time stationed at Cawnpore and Fatehgarh and the Nawab agreed to advance not more than three lakhs of rupees to the Company for the purpose of repairing the fort of Fatehgarh.

The British sent Captain Kinloch with a small army to help the Nepalese against Prithvi Narayan, king of the Gurkhas, who had

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invaded Patan. The British army, before it could enter into the Nepal Valley, was repulsed by Prithvi Narayan, who thereafter conquered Nepal in 1769. Prithvi Narayan died in 1771, leaving behind two sons, Singh Partab and Bahadur Shah, of whom the elder succeeded to the throne and the younger had to live in exile. Singh Partab died in 1775, and was succeeded by his infant son Ran Bahadur. The young king's uncle Bahadur Shah returned from exile and became regent, but he had to flee to India being hard pressed by the Rani. He returned to Nepal in 1786, became regent for the second time, and continued to hold that position till 1794. In 1792, Cornwallis concluded a Commercial Treaty with Nepal through Jonathan Duncan, Resident at Benares. At this time the Chinese invaded Nepal, and Cornwallis, at the request of the Gurkhas for aid, sent Kirkpatrick to negotiate between Nepal and China but before the British Mission reached Nayakot the Gurkhas had submitted to the Chinese. During his stay in Nepal Kirkpatrick endeavoured to improve the trade relation with that country in terms of the Treaty of 1792, but failed, and returned to India in 1793. Sir John Shore took up the matter himself though the situation became more unfavourable due to the resignation of the Regent Bahadur Shah.

DN 51 is a Minute on the question of sending a deputation to Nepal for the purpose of carrying on commercial trade with that country, signed by Sir John Shore. It points out that the expedition sent formerly against Nepal (under Captain Kinloch) had served to strain the relations of the British with that country, and Warren Hastings had tried to secure some advantages for the Company's merchants there without success. Colonel Kirkpatrick's endeavour in that direction also met with failure because the Raja of Nepal demanded the cession of the Parganas of Rudupore and Coshapore by the Vizier of Oudh as a condition precedent to his acquiescence in the British proposal. Sir John Shore intended to place the proposal of the Raja of Nepal before the Vizier through the Resident at Lucknow. In the meantime he proposed that Abdul Kader Khan, who had been employed for the negotiation of the Commercial Treaty in 1792, should be sent to Nepal in the capacity of a merchant along with some articles of trade and a recommendatory letter to the Nepal Government, and that the Company should bear all the expenses of the undertaking amounting to thirty thousand rupees.

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DN 50 is a letter, dated the 10th of November, 1794, to Jonathan Duncan, Resident at Benares, from Sir John Shore, forwarding a copy of the proposed deputation of Abdul Kader to Nepal for the purpose of carrying on commercial trade with a view to opening a way for other merchants. The Governor-General directed Jonathan Duncan to provide one thousand rupees each for the Mirzapore chintz and guzzus and Cossimabad silk cloth to Abdul Kader, who was to proceed to Nepal with a recommendatory letter to the Nepal Government. Jonathan Duncan was further directed to advance ten thousand rupees to Abdul Cadir for the purchase of articles in Nepal and five thousand rupees for his personal expenses.

Sir John Shore resigned his post in March, 1798, and Sir Alured Clarke acted as Governor-General till the arrival of Lord Wellesley in May 1798.

In the early part of the administration of Lord Wellesley an unhappy incident took place at Benares. Wazir 'Ali, the deposed Nawab of Oudh, who was residing near Benares with an allowance from Nawab Sa'adat 'Ali Khan, murdered Charry, Agent of the Governor-General at Benares and attacked Samuel Davis, the District Judge there, on the 14th of January, 1799. Samuel Davis defended himself and was rescued by the British troops. Wellesley received the news of the incident on the 20th of January from a despatch sent to him at Fort St. George at Madras by the Commander-in-Chief Sir Alured Clarke, who, as noted above, had acted as the Governor-General for a short time in 1798.

DN 52 is a letter, dated the 3rd of February, 1799, marked 'Private', to Lieutenant General Sir Alured Clarke, Commander-in-Chief, from the Governor-General Lord Wellesley. Wellesley directed that Wazir 'Ali was to be conveyed to the Presidency, if apprehended alive, and was to be confined in Fort William. In his opinion, the question of bringing him to trial was of great delicacy, but his adherents, who might be apprehended, should be tried, and if convicted, should be executed in public in a solemn manner at the scene of their crime.

Wazir 'Ali, who was captured, was sent accordingly to Fort William, where he was made a close prisoner.

The Nawab Sa'adat 'Ali Khan of Oudh was an incompetent ruler and at his desire Wellesley increased the number of British troops to twenty thousand under the command of Sir J. Craig,

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adequately equipped to resist the anticipated invasion of Zaman Shah of Persia. To meet this additional expenditure the Nawab was required to increase his subsidy and the Governor-General sent his brother Henry Wellesley and Col. Scott to settle the matter with him.

DN 53 is a treaty concluded at Lucknow between the Nawab Sa'adat 'Ali Khan of Oudh and the East India Company, dated the 10th of November, 1801. It was agreed that the subsidy payable by the Nawab should be established on a footing which would not admit of fluctuation, and in order to give effect to it the Nawab was to cede to the Company in perpetual sovereignty certain portions of his dominion in commutation of the former and augmented subsidy.

The ceded territories, which yielded a gross revenue of Rs. 1,35,23,474-8-3, comprised the present Gorakhpur Division, and the Districts of Allahabad, Cawnpore, Fatehpore, Etawah, Mainpuri, Etah, Farrukhabad, south Mirzapore and the Tarain Pargana of the Kumaun Division. Only the territory now called Oudh was left in the possession of the Nawab.

In the closing years of the eighteenth century the British were apprehensive of an invasion of Northern India by Zaman Shah, king of Persia (1793-1800), son of Timur, and grandson of Ahmad Shah Durani, whose kingdom extended up to Lahore, and kept twenty thousand well equipped troops under the command of Sir J. Craig in Oudh, ready to meet the contingency. The policy of the British was, however, to avoid armed conflict with him and to make attempts to foment trouble in Persia through secret agents to divert his attention to the settlement of his own domestic affairs.

DN 52, noted above, states that Lord Wellesley had employed an agent in Persia to instigate Zaman Shah's brother to revolt, and that he had received information that Zaman Shah's brother had raised the standard of revolt and proceeded to Herat. This led Zaman Shah to retreat from Lahore obviously to put down the revolt of his brother.

In 1800 Zaman Shah's brother Mahmud Mirza dethroned him, and the danger of an invasion of India from the side of Afghanistan was no longer existent.

Sir John Shore's policy of non-intervention, adopted during the war between the Nizam and the Marathas in 1795, alienated the Nizam from the British, and induced him to appoint some

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army officers who were French. Tipu Sultan of Mysore also came under the influence of the French, and appointed French military officers in his army. Wellesley persuaded the Nizam, through negotiation, to relieve his French military officers and to engage English troops instead in his army, and the Nizam thereafter became an active ally of the British. He also carried on correspondence with Tipu requesting him to discharge his French officers, but without effect, and the war with the Sultan became inevitable. Lord Wellesley, who was at that time in the Fort St. George, at Madras, appointed Major General George Harris, who was the Commander of the Madras army (1796-1800), to lead the expedition against Tipu from the Madras side ; General Stewart led the army from Cannanore, Arthur Wellesley was put in charge of the army from Hyderabad, and a contingent from the Nizam joined General Harris at Vellore.

It is stated in the letter, dated the 3rd of February, 1799, (DN 52), that the Nizam's contingents had joined Harris at Vellore from where the whole army would be ready to move on the 10th of February. The Nizam's contingent, which had not been expected to join the army, was actually the first to be ready to advance towards the enemy's country. Lord Wellesley wrote his last letter to Tipu on the 9th of January, 1790, reply to which was not received. Tipu's object was to delay, but Wellesley resolved not to carry on any further negotiation with him until the British army was in front of his citadel. The Governor -General did not entertain any doubt of his success in the war.

Tipu lost his life in the battle with the British, who captured Seringapatam on the 4th of May, 1799.

After 1776, the Raja of Tanjore became an ally of the British, and Tanjore became a protected State. In 1786 the Raja died leaving behind an adopted son named Sarboji who was very young. Dispute arose between the deceased King's brother Amir Singh and Sarboji on the question of succession, and a council of pundits, to whom the matter was referred by the Madras Government, gave their verdict in favour of Amir Sing. In 1792, Amir Sing concluded a treaty with the Company and agreed to pay to the latter annually near about six lakhs of Pagodas as subsidy, public and private debts etc. Shortly after his assumption of the post of Governor-General Sir John Shore, learning that the Pundits had given their decision in favour of the succession of Amir Sing under corrupt influence, referred the matter to

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a body of pundits at Benares, who announced their decision in favour of Sarboji. In 1799, Sarboji was made Raja on his agreement virtually to surrender his dominion to the Company.

DN 54 is a treaty between Sarboji, Raja of Tanjore, and the Earl of Mornington on behalf of the East India Company, dated the 25th of October, 1799, which gave the Company absolute power to assess the revenue of the Raja's Dominion and to collect it on their agreement to pay both Sarboji and the deposed Amir Sing a share of it as allowance annually. The Company were further given the right to establish courts there for the administration of civil and criminal justice under their sole authority. The fort of Tanjore was to be vacated by the British troops and was to be handed over to the Raja with the right to use it under certain conditions.

The Nawab Muhammad 'Ali of the Carnatic was an ally of the British, who, in accordance with the terms of the Treaty of Mangalore (DN 41) had to submit a list of prominent persons in his territory to Tipu Sultan. He died in 1795 and was succeeded by 'Umdat-ul-'Ali. At the time when the British captured Seringapatam, some papers were discovered there, which disclosed that both Muhammad 'Ali and 'Umdat-ul 'Ali had been in secret correspondence with Tipu. After the death of 'Umdat -ul 'Ali in July 1801, Wellesley set up Azim-ud-daulah, a grandson of Muhammad 'Ali, on the Musnad of Arcot, and concluded a treaty, which placed the country of the Carnatic under the direct control of the British, and reduced Azim-ud-daulah to the position of a titular Nawab.

DN 55 is a Treaty between the British and the Nawab Walajah Azim-ud-daulah of the Carnatic, dated the 31st of July, 1801, which vested in the United Company of Merchants in England trading in the East Indies the exclusive charge of the civil and military government of the Carnatic and the sole right to collect and disburse the revenue of the State. The Nawab only retained the right of receiving a share of the revenue annually.

Martandavarma, who flourished in the first half of the eighteenth century, was the maker of modern Travancore. He was succeeded by Ramavarma, during whose rule Travancore was invaded by Haider 'Ali and Tipu. In 1795, the Raja made a Treaty with the British by which he agreed to pay eight lakhs of rupees to the Company for the maintenance of an army for

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his protection. He died in 1798, and was succeeded by his nephew Balaramvarma, who was a weak ruler.

DN 56 is a Treaty between Balaramvarma, Raja of Travancore, and Lord Wellesley on behalf of the East India Company, dated the 12th of January, 1805, in accordance with the terms of which the Raja was to pay an additional subsidy to the Company for the maintenance of another regiment in the army. The Company were given the full power to take charge of the collection and disbursement of the revenue for the security of the contribution from the Raja to the Company. The Raja retained the right of receiving a share of the revenue.

As has been noted above the Maratha chiefs Sindhia, Holkar, Bhonsle and Gaekwad acknowledged the nominal leadership of the Peshwa at Poona. In Northern India Sindhia's dominion bordered on that of the Nawab of Oudh, and his activities there were regarded with disfavour by the British. In his letter, dated the 3rd of February, 1799, (DN 52) Lord Wellesley wrote to Sir Alured Clarke—"notwithstanding the retreat of the Shah (Zaman Shah) I request that you will leave in the frontier of Oude a force sufficiently respectable to keep Sindhia in check. This is the safest mode of securing his friendship. Barlow is apprized of my ideas on the subject". The leading Maratha chiefs did not offer any appreciable assistance to the British when the latter were at war with Tipu, though some petty frontier Maratha chiefs seem to have co-operated with them in their efforts.

DN 57 is a letter, dated the 16th of June, 1801, to Lord Wellesley from Colonel Arthur Wellesley reporting that he had an interview with the Vakeel of Baba Saheb and Bill Kishen Lutchna, two of the Maratha chiefs of the frontier, who had co-operated with the troops under his command the previous year.

Nana Fadnavis died in 1800, and trouble broke out in Poona. The Peshwa Baji Rao II sought shelter under the British, who forced him to conclude a Treaty at Bassein in 1802, the terms of which implied the surrender of the Peshwa's authority to the East India Company. This action of the British, which deprived the Peshwa virtually of all his power, led the Maratha chiefs to combine for united resistance to them. Daulat Rao Sindhia and Raghuji Bhonsle took the initiative in the matter with the secret approval of the Peshwa, who also resented British domination in his affairs. The Gaekwad and the Holkar remained neutral. The

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British, who were watching the hostile activities of the two Maratha chiefs, declared war against them and opened two fronts, one in the Deccan under the command of Arthur Wellesley, and the other in Northern India under the command of Lord Lake. Arthur Wellesley inflicted a severe defeat on the Marathas at Assaye, a village about fortyfive miles north of Aurangabad, on the 23rd of September, 1803, which completely broke down the Maratha confederacy.

DN 58 is a letter, dated the 27th of September, 1803, to J. H. Piele from Arthur Wellesley, written from the Camp at Assaye, which states that Arthur Wellesley attacked the armies of D. R. Sindhia, *i.e.* Daulat Rao Sindhia, and the Raja of Berar with his Division on the 23rd and completely defeated them. The British losses were very great, but this could not be avoided. It was the most desperate battle he had ever seen, and believed ever fought in India. The enemy fled down the Ghauts pursued by Colonel Stevenson. Wellesley was detained at Assaye by the necessity of providing for the security of his wounded soldiers and of the ordnance, which included more than ninety pieces of cannon, captured from the enemy.

Lord Lake also won a signal victory at Laswari in North India over Sindhia who was forced to conclude a treaty at Surji Arjungaon on the 30th of December, 1803, by which he had to cede to the British the Doab between the Ganges and the Jumna, the region of Delhi-Agra, a portion of Bundelkhand, the forts of Gohad and Gwalior, Broach, some Districts in Gujarat, the Fort of Ahmadnagar, and the Ajanta region. The British inflicted a further blow on the power of the Bhonsle Raja of Nagpur at Argaon on the 29th of November, 1803, and compelled the Raja to sign a Treaty at Deogaon on the 15th of December, 1803, by which he had to cede the Province of Cuttack and the Province of Western Berar to the British. In 1803 Lord Wellesley concluded a defensive alliance with Jagat Singh, Raja of Jaipur, and in 1804 he made over Gohad to Rana Bhim Singh.

Sir John Malcolm, who was a Political Officer with Arthur Wellesley at the outbreak of the Maratha war, was appointed Resident at Sindhia's Court, in 1804.

DN 59 is a letter, dated the 6th of February, 1804, to Lord Wellesley from Sir John Malcolm, written from the Camp at Burhanpur, regarding the army and internal administration of

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Maharaja Daulat Rao Sindhia after the battle of Assaye. It states that the pride of Daulat Rao Sindhia had been severely wounded by the events of the battle of Assaye and he ascribed his discomfiture to the cowardice of his Sirdars. The present Prime Minister Bapu Willele Mahadeo was incompetent for the post and Sindhia was in favour of entrusting the other offices of his State to the friends and relations of the Brahman minister whom he had executed in 1800. The civil administration of the State was as much in confusion as the military. Daulat Rao's youngest and favourite wife was Baiza Bai, who was the daughter of the vicious Sarji Rao Ghatke. It did not seem likely that he would recall his father-in-law to take part in the administration as that would antagonise the relations of the late Prime Minister Jadu Rao Bhaskar, whose personal enemy Ghatke had been. Men well acquainted with Sindhia's Court, however, did not think it impossible that under the influence of Baiza Bai, assisted by some Maratha chiefs, Sarji Rao Ghatke might in future be restored to his former position. The territories in Malwa were in a desolate state and the Province of Khandesh was converted into a desert as all the villages were abandoned by the people due to the atrocities of Sindhia's army. Sindhia was not returning to his capital being apprehensive of the strength of Holkar, and the only course left to him was to enter into a defensive alliance with the British. If he returned to Ujjain without having formed that alliance he would have to fall under the power of his rival, Holkar.

Jadu Rao Bhaskar, referred to above, had lost his life in the battle of Assaye. The British divided the territories, they received from Sena Sahib Raghuji Bhonsle, Raja of Nagpore, and from Daulat Rao Sindhia by the treaties of Surji Arjungaon and Deogaon, between their allies the Nizam and the Peshwa and themselves.

DN 60 is a partition Treaty between the Nizam, the Peshwa and the East India Company, dated the 14th of May, 1804. It states that of the territories etc., ceded to the British by the Treaties of Surji Arjungaon and Deogaon the Province of Cuttack and all the lands in North, Central and West India to the north of the Narmada would belong to the East India Company; the Province of Western Berar up to the Warda, and all the territories south of the Ajanta Hills would form parts of the Dominion of the Nizam; and the Fort and city

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of Ahmadnagar and its dependencies would belong to the Peshwa.

After the severe loss of power, sustained by Sindhia and Bhonsle, Jasvant Rao Holkar was the only Maratha chief who was strong enough to offer resistance to the British. Jasvant Rao Holkar was the brother of Malhar Rao Holkar, who was killed by the troops of Daulat Rao Sindhia at Poona in 1797. After that incident he fled and took to a life of brigandage and turned a bitter enemy of Daulat Rao. He plundered Ujjain, capital of Daulat Rao, when the latter was busy at the battle of Assaye in 1803. The British General Monson suffered discomfiture at his hands in Mukund Dara Pass, and this emboldened him to march with his army to North India and cross the Jumna for aggrandisement, but he was resisted by Lord Lake, who inflicted a defeat on him at Dig in December, 1804. About this time he found an ally in Ranjit Singh, the Jat Raja of Bharatpur, with whom he retired to the impregnable fort of that country. In January, 1805, Lord Lake invested the Fort of Bharatpur but having failed to achieve his end concluded a treaty with the Raja in April of that year. The discomfiture of Lord Lake at Bharatpore encouraged the Maratha leaders including Daulat Rao and Jasvant Rao to assemble at Sabalgad for taking concerted measures to thwart the British.

DN 60A is a letter, dated the 7th of December, 1804, written from Fort St. George by William Bentinck, which states that Lord Lake defeated Holkar's cavalry and General Fraser his infantry. Monson also participated in the engagements in which five hundred British troops were killed and wounded. The British succeeded in capturing eightythree pieces of cannon and the enemy suffered a heavy loss. It also mentions the death of Mr. Webbe 'to whom probably posterity will be more just than the present generation'.

Lord William Bentinck, who subsequently became the Governor-General of India, was the Governor of Madras from August 1803, to September 1807. The battle between Holkar and Lake, Fraser, and Monson refers to that of Dig, which took place on the 13th of November, 1804. Josiah Webbe started his life as a writer at Fort St. George, Madras, and became the Chief Secretary in 1800 (vide DN 62). He wrote a Minute against the renewal of hostilities with Tipu and thereby incurred the displeasure of Lord Wellesley. He was appointed Resident at Mysore

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in 1804, and shortly after was transferred to Gwalior in the same capacity. On his way to Gwalior he died on the bank of the Narmada and his death was deplored by many eminent persons. Arthur Wellesley highly appreciated his capacity for work, and his honesty and integrity.

The relations of Lord Wellesley with Sir Alured Clarke, who was Commander-in-Chief of India from May 1798, to February 1801, became also very strained after the war with Tipu. Alured Clarke returned to England shortly after the Mysore War with a letter of introduction from Lord Wellesley to Henry Dundas, President of the Court of Directors of the East India Company, which discloses the feeling of the Governor-General towards him.

DN 60B is a letter of introduction, dated the 17th of February, 1801, to Henry Dundas from Lord Wellesley, which states that Sir Alured Clarke was ungenerous to the Governor-General after the Mysore War. Wellesley had "never been a great admirer of the passion of revenge" and sincerely hoped that Alured Clarke would be received with cordiality and honour for his creditable public service on his return to England.

After the war with Tipu the Court of Directors in England were not inclined to support the forward policy of Lord Wellesley. The appointment of the Governor-General's brother Henry Wellesley as Lieutenant Governor of the Ceded Districts (U.P.), and that of his brother Arthur Wellesley to the rank of a high military officer were regarded by them as acts of nepotism. Lord Wellesley had thus to work against opposition offered by the Directors including their President Dundas, and was under the circumstance forced to send in his letter of resignation. His policy, however, received the approval of William Pitt, the Prime Minister of England, who resigned his office in 1801. Wellesley communicated his difficulties to his friend Addington, who succeeded Pitt and tried to secure the support of the Government to maintain his position in India.

DN 61 is a letter, dated the 1st of October, 1801, to Addington from Lord Wellesley, marked 'Private', communicating his grievances against the king, Government and the Directors. Wellesley wrote that he wanted to be relieved of his office in the course of the year 1802 as he did not command the confidence either of the Court of Directors or of Dundas, who had been treating him unfairly. He did not, however, resign his post even

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conditionally in regular form, and requested Addington to arrange to secure a war-ship of seventy four guns for his voyage to England. As a proof of his selfless service in India he referred to his refusal to accept the million pounds which formed a part of the plunder of Seringapatam, as in his opinion the sum belonged to the army. He criticised the negligence shown to the army and denounced as well the slights offered to General Harris and General Baird. It was apparent to every intriguer in India that the promotion of Arthur Wellesley was delayed with the express purpose of thwarting the Governor-General.

Lord Wellesley wrote another letter to Addington on the 10th of January, 1802, on the subject.

DN 62 is the third letter in this connection written to Addington by Lord Wellesley on the 13th of March, 1802, from Benares, and is marked 'Private'. It states that Lord Wellesley, who felt that the Court of Directors were anxious to calumniate him, had sent in his resignation to them. He, however, learnt from Mr. Scott that Addington was in favour of his continuing in office, and that Lord Dartmouth also requested him to the same effect. He himself was convinced of the public importance of his continuance in India for one season beyond 1803 upto the end of January 1804. But he was ready to remain in India on condition that the Court of Directors would request him to continue in office and assure him of their full co-operation, and that His Majesty's Ministers would afford him full support and protection. During this period of the extension of his service he hoped to accomplish the complete settlement of the ceded Province in Oudh, which under proper arrangement would soon produce a revenue nearly equal to that of Bengal. He wished to introduce into the territories subject to Fort St. George the same system of Government under which Bengal rose to such a state of opulence and prosperity. He had persuaded Lord Clive to continue in the post of the Governor of Madras until June 1803, and this would help him in the speedy introduction of Lord Cornwallis's salutary system of Laws and Regulations on the coasts of Coromandel and Malabar.

In view of Lord Wellesley's remarkable services the Directors had no other alternative but to sanction the extension of his term of office upto the 30th of July, 1805, when Lord Cornwallis assumed the office of the Governor-General for the second time.

The Raja of Jaipur, with whom the British had entered into

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a defensive alliance, failed to observe the conditions of the agreement on many occasions. Jasvant Rao Holkar invaded Jaipur and the Bombay army under Major General Jones encamped near the city of Jaipur, also known as Jainagar. Lord Lake sent information to the Raja of Jaipur stating that he would give full protection to him against the aggression of Holkar if he extended his hearty co-operation to the British, but the Raja was apathetic. Lord Lake received information that Jasvant Rao was advancing towards the Company's frontiers through the territory of Jaipur and requested the Raja for the second time to co-operate with General Jones, who was moving to resist Holkar, failing which he would be constrained to break the alliance with him. At this the Raja became active and sent a detachment to join the army of General Jones against Jasvant Rao, who then retreated.

Cornwallis died in October, 1805, and was succeeded to the post of the Governor-General by George Barlow, the senior member of the Council. Daulat Rao Sindhia deserted Jasvant Rao and concluded a treaty with Barlow at Mustafapur on the 21st of November, 1805, which was a modification of the Treaty of Surji Arjungaon. By this Treaty the Chambal was made the boundary between the territories of the contracting parties and Gwalior and Gohad were given back to Sindhia, after making a provision for an allowance to the Rana of Gohad.

DN 63 is a letter, dated the 14th of December, 1805, to Lord Lake from Sir George Barlow, who advocated the dissolution of defensive alliances with the petty States of Rajputana, west of the Jumna. These alliances, according to Barlow, involved the British in perpetual embarrassment without affording any corresponding advantages. A military defensive alliance had been infringed by the cession of Gohad and Gwalior to Daulat Rao Sindhia, the preservation of which under the alliance concluded with the Rana of Gohad constituted a part of that general system. In view of the defensive alliance with the Raja of Jainagar (Jaipur) Lord Lake informed the Raja that he would be given full protection against the aggression of Jasvant Rao Holkar provided he co-operated with the army of Major General Jones against the common enemy. Even after this declaration the Raja withheld the aid of his troops, though it was true that after repeated remonstrances he detached a force, which joined the army of Major General Jones. This co-operation

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of the Raja was the result rather of necessity than choice. It would be vain to expect from him on any future occasion a different course of conduct and Lord Lake was therefore requested to declare immediately that the alliance with the Raja of Jainagar was dissolved. Barlow, however, thought that the right of the Company to dissolve the alliance with the Rajas of Bharatpur and Machery (Alwar) was doubtful without their concurrence and in the absence of any violation on their part of the terms of the agreements. He was determined to render the dissolution of the alliance a subject of negotiation with those chieftains, and to offer them as an equivalent to the advantages they derived from the connection the territory contiguous to their respective possessions.

Lord Lake did not agree to the proposal to break up the alliance with the Raja of Jaipur, as the latter had eventually extended his co-operation to the British. But Barlow was not convinced by the argument, and directed the Resident at Jaipur to announce the dissolution of the alliance with the Raja. He, however, agreed with Lord Lake that the matter of the negotiations with the Raja of Bharatpur and the Raja of Machery for the dissolution of the alliance with them should not be precipitated.

Due to the desertion of Daulat Rao Sindhia, Jasvant Rao Holkar in despair concluded a treaty with the Company at Rajghat on the 24th of December, 1805, by which he renounced all claims to the territories to the west and north-west of the Chambal, retaining his supremacy over the territories to the south and to the east of the river. He, however, cherished a desire to strike at the British at a suitable moment, and realising that a strong artillery was necessary to overcome them, started a gun-factory at Bhanpura. His designs were not unknown to the British, who were watching his movements.

DN 64 is a letter, dated the 16th of July, 1806, to Groom Mercer, Resident at the Court of Daulat Rao Sindhia, from Lord Lake, which states that Mercer's report of the designs of Jasvant Rao Holkar was corroborated in most particulars by the intelligence Lord Lake received from other quarters. It is further stated that the recruits as usual marched to join their corps on the frontier stations and this seemed to have created a false impression in the minds of Daulat Rao Sindhia and other chiefs that the Company's troops were being sent to Agra and

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Muttra with a hostile design against the Raja of Bharatpur and other chiefs to the west of the Jumna. Marcer was informed that Lord Lake was proceeding to Calcutta and the general command of the upper provinces was entrusted to Major General Smith.

The British captured a large number of guns and other artillery from the Maratha chiefs at Assaye (DN 58), and it seems that a considerable quantity of ordnance belonging to Jasvant Rao Holkar fell into their hands at Dig. Colonel Monson while retreating, being hard pressed by Holkar, suffered a loss of men on the bank of the Banas, but succeeded in capturing a number of Holkar's guns after killing his artillery officer Makansinh.

DN 65 is a despatch, dated Fort William, the 21st of November, 1806, signed by G. H. Barlow, to the Court of Directors, giving an account of the property received during the late war with Holkar and during the former war with the confederate Maratha chieftains, and recommending that the Honourable Court would be pleased to authorise the early distribution of the property, including the value of the ordnance etc., taken during the war with Holkar and the Maratha confederates, among the troops employed in the operations against these chieftains.

Jasvant Rao Holkar died in 1811, and was succeeded by his young son Malhar Rao Holkar. In 1807 Barlow was relieved of his office of the Governor-General by Lord Minto.

DN 66 is a treaty between Lord Minto and the Nawab Sa'adat 'Ali Khan of Oudh, dated the 14th of January, 1812, which lays down certain principles regarding the boundary adjustments between the ceded territories and the dominion of the Nawab.

Lord Minto was succeeded by Lord Moira (Marquess of Hastings) in 1813. The policy of non-intervention, followed by Lord Cornwallis, Sir George Barlow, and Lord Minto gave opportunity to two other organisations *viz.*, the Pathans and the Pindaris, who were attached loosely to the Maratha chieftains, to strengthen their position. The Pathan leader Amir Khan was a faithful adherent of Jasvant Rao Holkar, and Chitu, the leader of the Pindaris, was an ally of Daulat Rao Sindhia. The chief haunts of the Pindaris lay in Malwa between the territories of Sindhia, Holkar and the Nawab of Bhopal to the north of the Narmada, and both Jasvant Rao and Daulat Rao

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regarded them as a source of their strength. After his discomfiture at the hands of the British in 1803, Raghuji Bhonsle, Raja of Nagpur, showed indifference to political movements outside his own dominion, but he changed his outlook when the British adopted the policy of non-intervention after the retirement of Lord Wellesley. He joined Daulat Rao Sindhia in 1807 and forced the Nawab of Bhopal to cede Hoshangabad and Sheoni. In 1809 Amir Khan with his own Pathan followers and the Pindaris invaded Berar, and the Marquess of Hastings sent an army to help Bhonsle in resisting the invaders, on the plea of preserving peace in the country but evidently in the interest of the British. Bhonsle, who disapproved of the participation of the British in the matter, forced Amir Khan to retreat. In 1812 the Pindaris plundered the British territories of Mirzapur and Southern Bihar, and created a grave situation demanding the urgent attention of the Governor-General.

DN 67 is a Minute, dated the 3rd of April, 1814, written by Lord Moira, analysing the political situation in the country created by the ravages and plundering raids carried on by the Pindaris, and expressing his view regarding the measures to be adopted to cope with the situation. He referred to the invasion of the territories of the Raja of Nagpur by Amir Khan and the Pindaris, and the assistance rendered by the British on that occasion. The Raja was not in favour of seeking help from the British in future to fight with the Pindaris, and flattered himself that the British would, for their own sake, assist him in the matter without demanding from him payment of the share of expenditure to be involved. In view of this British were to consider whether they should undertake the expedition themselves to root the Pindaris out of their fortresses where they were preparing themselves for the invasion of the neighbouring territories. Lord Moira stated that the matter was not simple enough to admit of an easy solution and it was necessary for the security of the British to avoid complications after proper adjustment. The Governments of the Peshwa, Holkar and Sindhia were in the habit of regarding the Pindaris as an essential resource in certain contingencies. Amir Khan, indeed, and consequently Holkar's forces, must be considered as identified with them. The Peshwa and Sindhia though they were not likely to join the British in their efforts to crush the Pindaris would not at least assist the latter. The reorganisation of the Pindaris, and

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the efforts of Amir Khan to move his troops into the territories of the Raja of Nagpur to the south of the Narmada, to fix himself there must be prevented, and the territory of the Raja to the north of the Narmada might be annexed to the dominion of the Nawab of Bhopal, who was friendly to the British and who would prevent the hostile forces from passing through his country. This act of defalcation from the Raja's territories would, however, be regarded with disfavour not only by him but also by Sindhia and Holkar. As a matter of fact to defeat the Pindaris the British would have to defeat Amir Khan, that is to say, they would have to destroy the strength of Holkar's army, which was tantamount to dissolving his Government. The dissolution of Holkar's government would complicate the situation, and antagonise the Peshwa and Sindhia on the question of the division of his territory. After reviewing the whole situation Lord Moira suggested a scheme to meet the Pindari menace, which advocated the formation of a confederacy of all the powers with the British at its head. The head of the Confederacy would have the right of calling forth the troops of all or any of the constituent members in an emergency. The advantage of forming the League was that if any constituent member violated its principles the other members would combine with the British to bring him under control.

The Governor-General's scheme could not be put into immediate operation as the principal Maratha chieftains did not extend their co-operation. The Pindaris carried on their depredations in Malwa, in the Deccan and south India with unabated vigour in 1815 and 1816, and were indirectly supported by the Peshwa, Holkar and Mudaji Appa Sahib, Regent of Parsaji Bala Sahib, who became the Raja of Nagpur after the death of his father Raghuji Bhonsle in 1816. It took the Governor-General more than a year to draw up an effective plan for the destruction of the Pindaris and it was about this time that he made special treaties with the Nawab of Bhopal, the chiefs of Udaipur, Jodhpur, Kotah, Bundi and thirteen other States. Daulat Rao Sindhia was also constrained to sign a treaty with the British.

DN 68 is a Treaty between Daulat Rao Sindhia and Lord Hastings, dated the 5th of November, 1817, concluded at Gwalior by which the contracting parties agreed to employ their forces along with those of their allies and dependents in opposing

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the Pindaris, and expelling them from their haunts. Sindhia further agreed to admit British garrisons into the forts of Handia and Assirgarh in his occupation, who would be in exclusive charge of the care and defence of the forts under their own commanders. The British were given full liberty to form alliances with the States of Udaipur, Jodhpur, Kota and Bundi to accomplish the object, but were not given the right to interfere with the States or chiefs in Malwa and Gujarat, tributary to Sindhia.

Lord Hastings organised a very big army, which was divided into two broad divisions, in order to inflict a crushing blow on the Pindaris, whose chief haunts were in Malwa. The Northern division was commanded by the Governor -General himself, and the Deccan army was put in charge of Sir T. Hislop, who had been the Commander-in-Chief of Madras since 1814.

DN 69 is a letter, dated the 23rd of August, 1817, to the Marquess of Hastings from Sir Thomas Hislop from Haidarabad, which acquaints the Governor-General with the military arrangements made in the Deccan against the Pindaris. Hislop states that he received all information regarding the Peshwa from the Brigadier-General Sir John Malcolm, who had returned from Poona, and that he had also received reports from Mountstuart Elphinstone, Brigadier-General Smith, and Russell on the situation. He intended to station troops at Poona, Seroor, Ahmadnagar and Jaulna and the operation of the troops under General Smith would extend to the Satpura Ranges running north of the Tapti. An army would be stationed at Secundarabad under Brigadier-General Sir A. Floyed, and another would occupy the line of Payan Ganga across the Warda under Brigadier-General Doveton. Under the direction of Doveton Major Pitman and Captain Davies would be in charge of the defence of the Nizam's dominions with an army, a section of which would move on the line between Malkapur and Amraoti with Akola as Headquarters. Another contingent would move on the line between the Ajanta Hills and the Godavari from Aurangabad towards Bassein. After making all these arrangements, the force which would be left under the command of Hislop, would be placed at the disposal of Brigadier-General Sir J. Malcolm, and it would be joined on the Narmada by two battalions from Colonel Adam's force. Hislop himself would leave Haidarabad on the 1st of September, and

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would reach the Narmada before the end of October, by which time all the armies as stated above would be placed in their positions.

It has been noted above that Sir T. Hislop proposed to entrust to the Brigadier-General Sir John Malcolm a very important task in the impending war with the Pindaris.

DN 70 is a letter, dated the 6th of October, 1817, to Sir John Malcolm from Sir T. Hislop giving information and instructions regarding the impending war with the Pindaris. The offensive operations would be started by the Bengal army, and the fords of the Narmada should be guarded so as to prevent the Pindaris escaping when pressed by them. Troops should be concentrated in positions so that they might be ready to assist in any operation against Sindhia if it became eventually necessary. In Hislop's opinion a simultaneous attack of the columns across the river, leaving a sufficient number of detachments to guard the ghauts or fords, would be effectual. Hislop himself would take charge of the command of the troops on the Narmada, and the 1st and 3rd Divisions would be placed under Malcolm's command.

The Governor-General launched the campaign against the Pindaris on the 16th of October, 1817, and entirely broke down their power by January, 1818. Of the Pindari leaders Karim Khan surrendered, Wasil Muhammad committed suicide and Chitu fled into the jungle near Asirgarh, where he was devoured by a tiger. The Peshwa, Sindhia and Bhonsle did not co-operate with the British against the Pindaris. The British entered into a war with the Peshwa, who surrendered to Sir John Malcolm in June, 1818, and thereafter retired to Bithur, near Cawnpur, where he settled, receiving an annuity of eight lakhs of rupees a year from the British. The British occupied Poona, and the office of the Peshwa was abolished.

It has been noted above that in 1811 Jasvant Rao Holkar was succeeded by his son Malhar Rao Holkar, who was only four years old. Tulsi Bai, widow of Jasvant Rao, who became the Regent, conducted the affairs of the State with the help of her Prime Minister Ganapat Rao and the Minister Tantia Jogh. Roshan Beg, a Pathan leader, and Ramdin, a North Indian Brahman, were high military officers of the State. The British offered some terms to Tulsi Bai, and Tantia Jogh advised her to accept them, but Roshan Beg and Ramdin were not in favour

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of acceptance and forced her to sanction the movement of her army to the south to help the Peshwa against the British. Suspecting that Tulsi Bai and her advisers were desirous of alliance with the British, the Military officers seized her and her advisers and confined them. Tulsi Bai was taken to Mahidpur on the bank of the Sipra and assassinated.

DN 71 is a letter, dated the 24th of December, 1817, from Sir John Malcom to Sir John Adam, who was political Secretary to the Marquess of Hastings. It states that the Regent Tulsi Bai and the Minister Ganapatrao had been seized and confined by the chiefs of the Battalions, Roshan Beg, Rahim Khan, Ramdin and Gaffar Khan, who also held the Maharaja captive. Information was received that Holkar was determined to enter into conflict with the British, and a party of Holkar's army, two hundred in number, attacked a small number of Mysore horse. Those who were at the helm of Holkar's Government, carried on negotiations with the Peshwa while the latter was at war with the British, and assembled their whole force with the avowed intention of proceeding to the Deccan to support the Peshwa. Malcolm wrote letters to Holkar for peaceful negotiations but the latter's replies were unsatisfactory. In view of all this Malcolm advised Sir T. Hislop to attack Holkar's army immediately.

On the 21st of December, Hislop attacked the army of Holkar at Mahidpur, and inflicted a crushing defeat, after which negotiations were started by Tantia Jogh for settlement.

DN 72 is a letter, dated the 6th of January, 1818, to Sir John Adam from Sir John Malcolm regarding the terms of the Treaty to be concluded with Holkar. It states that Malcolm proposed to Malhar Rao Holkar cession to the Company of his claims upon the Rajput States, cession to Jalim Shah, Raja of Kotah, of four Districts, cession to the Company of all his possessions within and to the south of the Satpura Range of Hills including Khandesh, Amber and Ellora. In return for these concessions the British proposed to take the responsibility of protecting the remaining provinces of Holkar for maintaining peace and resisting aggression. Tantia Jogh tried his utmost to modify the terms to the best advantage of Holkar, but Malcolm did not agree to any substantial change. Malcolm, however, agreed to the proposal of Tantia Jogh that an article should be inserted in the Treaty declaring that the Peshwa and his heirs should

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not be permitted to exercise any sovereign right or authority whatever over Malhar Rao Holkar or his heirs. This was, in effect, the dissolution of the Maratha confederacy.

A treaty including the above terms was concluded between the British and the Holkar at Mandasaur on the 6th of January, 1818, and the administration of Hokar's territories was taken over by Tantia Jogh.

During the term of office of Sir John Shore as Governor -General in the closing years of the eighteenth century Kirkpatrick failed to establish any friendly relation with the Raja of Nepal, who demanded some cession of territories in India, which were in the dominion of the Nawab of Oudh. The territory of the Gurkhas of Nepal, which extended from the Sutlej on the west to Sikkim on the east with Kathmandu as the capital, bordered on that of the British on the south. The Gurkhas made repeated incursions into British territory, and the Marquess of Hastings, before he entered into conflict with the Pindaris and the Marathas, declared war against Nepal in 1814, and commissioned Major General Marlley, Major General Wood, Major General Gillespie, and Colonel Ochterlony to conduct the war from different posts. On the 15th of May, 1815, Ochterlony captured the fort of Malaon, and forced the Gurkhas to conclude a treaty on the 2nd of December of that year at Sagauli but the Central Government of Nepal refused to ratify it and prepared for a fresh attack. This led Ochterlony to renew operations, and after defeating the enemy at Madwanpur on the 28th of February, 1816, he threatened to conquer Kathmandu. At this stage the Central Government of Nepal decided not to continue hostilities and ratified at Makwanpur the Treaty of Sagauli on the 14th of March, 1816.

DN 73 is a Treaty between the Raja of Nepal and the British, concluded at Sagauli on the 2nd of December, 1815, and ratified at Makwanpur on the 4th of March, 1816, by which the Raja ceded to the British lands between the rivers Kali and the Rapti and between the Rapti and the Gandak except Butwai Khass between the Meitchi and the Tista, and all the territories within the hills east of the river Meitchi including the forts and lands of Nagri and the pass of Nagarkot leading from Morung into the hills, together with the territory lying between that pass and Nagri.

The territories ceded by the Gurkhas comprised approximately

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Garhwal and Kumaon with the greater portion of the Tarai and the site of Simla. The British ceded the Tarai region, between the Gogra and the Gorakhpur District, to the Nawab Ghazi-ud-din Haider who succeeded the Nawab Sa'adat 'Ali Khan of Oudh in 1814.

DN 74 is a Treaty between the Nawab Ghazi-ud-din Haider and the East India Company, dated the 1st of May, 1816, by which the British ceded to the Nawab the District of Khairagarh, modern Kheri, and some adjoining lands, the Tarai between the Gogra and the Gorakhpur District, which was conquered from the Raja of Nepal, and the Pargana of Nawabganj, which formed part of the Gorakhpur District. The Nawab in return for this cession of territory annulled the debt of the British to His Excellency of one crore of rupees being the total amount of His Excellency's second loan to the British, and also relinquished the Pargana of Handia which formed part of the District of Partabgarh, and which intervened between the British Districts of Jaunpur, Mirzapur and Allahabad.

The Marquess of Hastings resigned his post on the 1st of January, 1823, and handed the charge of the Government over to Sir John Adam, the senior member of Council. John Adam held the post of the Governor-General for a little over seven months, and was relieved by Lord Amherst in August, 1823.

Ranjit Singh, the Jat Raja of Bharatpur, died in 1805, and was succeeded by his eldest son Randhi Singh. Randhi Singh, who died in 1823, was succeeded by his young nephew Balwant Singh, son of Baldeo Singh, but Durjan Sal, a cousin of Balwant Singh, opposed his accession and claimed the throne for himself. Durjan Sal was supported by the Maratha and the Rajput chiefs and Balwant Singh's claim was espoused by the British. David Ochterlony, Resident at Delhi, marched his troops to maintain the cause of the child Raja, but this action was not approved by Lord Amherst. Ochterlony resigned his post due to this difference with the Governor-General, and Sir Charles Metcalfe was appointed in his place. The recall of Ochterlony who died heart broken on the 15th of July, 1825, was construed in Malwa, Bundelkhand and other Maratha and Rajput States as a sign of weakness on the part of the British, and encouraged them to raise their heads against them. Sir Charles Metcalfe sent a memorandum to the Government stating—"our influence is too

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pervading to admit of neutrality'' and this led the Governor -General to revise his policy in the matter.

DN 75 is a Minute, dated the 3rd of September, 1825, on Sir Charles Metcalfe's Memorandum regarding interference in the affairs of the States, particularly Bharatpur, Alwar and Jaipur, by Lord Amherst. The Governor-General stated that he had to change his opinion, under the stress of circumstances, regarding the dealings of his Government with the neighbouring chiefs affecting the paramountcy of the British. The system of non-intervention was tried and it failed in 1806, and was liable to failure if it was tried again. British paramountcy in Malwa and Rajputana must be maintained, and in view of this the succession of Balwant Singh to the throne of Bharatpur must be supported even if the use of force was necessary. Durjan Sal had usurped the title of one who had been recognised by the British. Supporting the succession of Balwant Singh reconciliation might be made with Durjan Sal if he placed at the disposal of the British the destinies of Bharatpur.

Pratap Singh, founder of the Alwar State, was succeeded by his adopted son Bakhtwar Singh, who concluded a treaty with the British in 1803. In 1812, Bakhtwar Singh captured some forts belonging to the Raja of Jaipur, but was forced by the British to return them to the latter. He announced that he would adopt his nephew Banni Singh as his son and successor but before the formal ceremony was completed he died in 1815, after which a dispute arose as to the succession between his illegitimate son Balwant Singh and Banni Singh, both of whom were minors. A makeshift arrangement was made by which Banni Singh was to have the title while the administrative authority was entrusted to Balwant Singh. This, however, did not work satisfactorily and in 1824 Banni Singh captured the power and put Balwant Singh into prison. Some persons allied to Banni Singh made an attempt to murder Ahmad Baksh Khan, the chief supporter of Balwant Singh, and the British asked Banni Singh to surrender those conspirators.

Lord Amherst in his Minute (DN 75) observes—'As soon as the affairs of Bharatpur were settled it would be easier to settle the disputes with Alwar and Jaypur. In point of time therefore Bharatpur is the first object of our attention, though I should be anxious that as short a period as possible should be allowed to elapse before the case of Ahmad Baksh Khan should be enquired

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into and adjusted. If in the course of events it should appear desirable that Banni Singh should be maintained in the Guddee of Alwar and that his rival should be contented with the portion already assigned him, we have, as far as I understand, a very complicated case, the authority of Sir David Ochterlony for confirming such an arrangement'.

In 1818 a treaty between Jagat Singh, Chief of Jaipur, and the British was concluded, by which the British assured him of the protection of his state. Jagat Singh died in December of that year and was succeeded by his posthumous son Jai Singh III. The Rani became the Regent and the country fell into a state of disorder during the minority of the chief.

Lord Amherst observes in his Minute (DN 75)—'I am afraid that the return of Jhota Ram to Jaipur must be resented as the violation of a point of honour. If from this or any other cause further interference should become necessary, I apprehend that the removal of the Rani with the consent of the Thakur would be only effectual cure for the disorder of the State'.

In pursuance of the decision of the Governor-General troops were sent under the Commander-in-Chief Combermere against Bharatpur, and the fort of the place was captured by them on the 18th of January, 1826. Balwant Singh was installed on the Guddee under the Regency of the Queen, and Durjan Sal was deported to Allahabad. The Rani was removed from her position in September 1826, and a council of regency was formed to carry on the Government.

After the fall of Bharatpur Banni Singh of Alwar surrendered to the British the conspirators, who had attempted to murder Ahmad Baksh Khan, and he was compelled in February to grant a provision half in land and half in money for his adversary Balwant Singh and his heirs.

Lord Amherst resigned his post in March 1828, and handed over the charge of his office to Mr. Bayley, the senior member of the Council, who was relieved by Lord William Bentinck in July of that year.

DN 76 is a Minute, dated the 5th of July, 1834, from William Bentinck, from Ootacamund in connection with reference submitted by the Commander-in-Chief of Madras, regarding certain Indian women, married to European soldiers. It states that the Marquess of Hastings's order, dated the 28th of September, 1812, prohibited native women accompanying their husbands in the

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King's troops to Europe. The question before the Governor-General for solution was whether the native women married to soldiers of His Majesty's 48th Regiment, about to embark for England, should be permitted to accompany their husbands. Lord Bentinck promised to submit a proposition to provide means for the amelioration of their condition.

In 1833 the East India Company's Charter was renewed, and according to its terms some changes were introduced into the administration. A Law Member was added to the Governor-General's Council and Thomas Babington Macaulay was appointed to that position. Macaulay was also offered the Presidentship of the Law Commission, which he accepted.

DN 77 is a letter, dated the 1st of June, 1835, from T. B. Macaulay accepting the duty of the President of the Law Commission in addition to his Law Membership in the Council.

Lord William Bentinck resigned his post in March, 1835, and Sir Charles Metcalfe acted as Governor-General for a year, till he was relieved by Lord Auckland in March, 1836.

Nawab Ghazi-ud-din Haider of Oudh was succeeded by his son Nasir-ud-din in 1827, after whose death Muhammad 'Ali Shah, the uncle of the deceased Nawab, ascended the Guddee of Oudh with the help of the British. Lord Auckland concluded a treaty with Muhammad 'Ali, which tended to establish the supremacy of the British over the Nawab's dominions to a large extent.

DN 78 is a Treaty between the East India Company and the Nawab Muhammad 'Ali Shah of Oudh, dated the 11th of September, 1837, and ratified by Lord Auckland on the 18th of September of that year. According to its terms the Nawab was to pay to the British sixteen lakhs of rupees annually for the maintenance of an army for the protection of the Nawab's territory. If at any time misrule, lawlessness or anarchy prevailed in the Nawab's territory the British Government reserved to itself the right of appointing its own officers to the management of those portions of the territory of Oudh in which such misrule etc. occurred.

The Treaty of 1837 was not ratified by the Directors and Lord Auckland did not inform the Nawab that it was in fact ineffective.

DN 79 is a letter, dated the 8th of July, 1839, to Muhammad Ali Shah from Lord Auckland, from which it appears that the

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Governor-General gave the Nawab to understand that the Treaty was ratified by the Directors and was operative.

The Nawab and his successors continued to observe the conditions of the Treaty and when during the administration of Lord Dalhousie as Governor-General the matter was referred to the Directors, the latter advised him to leave the matter as it was, if the circumstances did not demand its disclosure. In February 1856, Oudh was annexed to the dominions of the British, and the Nawab was granted a generous pension.

Lord Auckland retired in 1842, and was followed in the post of the Governor-General by Lord Ellenborough, Lord Hardinge, and Lord Dalhousie one after the other. Lord Dalhousie was succeeded in February 1856 by Lord Canning, the most important event of the period of whose administration was the outbreak of the Mutiny in 1857.

In January 1857, the troops at Dum Dum evinced their disinclination to use cartridges, which were believed to be greased with cow's fat and disaffection rapidly spread in the Indian army at Barrackpore and Berhampur. The first overt act of mutiny took place at Berhampur on the night of the 25th of February, when the 19th Native Infantry revolted. It was immediately brought under control by the Commanding Officer before it could do any positive harm. In Barrackpore, on the 29th of March, Mangal Pandey, a sepoy of the 34th Native Infantry, cut down the adjutant while his comrades attacked the officers with the butt-end of their muskets. Major-General Hearsey who was in Command of the Division at Barrackpore dealt with the situation promptly. On the 31st of March the 19th N. I. was disbanded and Hearsey sent a report to the Governor-General, who prepared a Minute on it.

DN 80 is a Minute, dated the 1st of April, 1857, from Lord Canning and his Council, bearing the caption "Berhampore Mutiny". It states that proceedings took place at Barrackpore on the 31st of March, 1857, on the occasion of the disbandment of the 19th Regiment N. I., and the Governor-General in Council approved of the firm action taken in the case. He expressed his high appreciation of the service rendered in this connection by Major-General Hearsey, who combined firmness with a feeling of kindliness and good judgment. He further advised that the measure adopted in dealing with the 19th Regiment should also be followed for bringing home their offence to certain native

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officers and sepoys of the 2nd, 34th and 70th Regiments of Native Infantry.

On the 6th of May, 1857, the 34th Regiment was disbanded and Mangal Pandey and an Indian officer were tried and condemned to death.

Shortly after the situation grew worse in Northern India due to the activities of the rebels who occupied Delhi in the middle of May, 1857. Sir Henry Montgomery Lawrence, who became the Chief Commissioner and A. G. G. in Oudh on the 21st of March, 1857, received at Lucknow an intimation about this time from the Governor-General empowering him to take any measure that he thought best to meet a contingency. On the 30th of May, 1857, mutiny broke out in the cantonments to the north of the city of Lucknow, and this was followed by mutinies at every other station in the province. Henry Lawrence succeeded in maintaining his authority in the city for a while in June. Major -General Hugh Massy Wheeler, who was in command of the Cawnpur Division of the army, was besieged along with nearly one thousand men, women and children by the mutineers in an entrenchment at Cawnpur early in June. He needed urgent help but Henry Lawrence was not in a position to send any contingent to his rescue.

DN 81 is a letter, dated the 22nd of June, 1857, to the chief civil and military authority or any gentleman at Jaunpur from Sir Henry Lawrence describing the condition of the British at Lucknow and enquiring about conditions prevailing in other places. Lawrence writes that since the 6th of June communications of Lucknow had been cut off, but he along with others was safe in the cantonment and in the city. He was anxious for news of Allahabad, Benares and other places, and he regretted that he could not cross the Ganges to help General Wheeler. The letter was sent through Raja Man Singh to be forwarded to Benares and thereafter to the Government at Calcutta with instructions to send the reply to it through the aforesaid Raja in the French language.

Early in July the Mutineers besieged the Residency at Lucknow, where the British residents took shelter, and, on the 2nd of July, Lawrence received a mortal wound from the bursting of a shell. At the end of June, Wheeler surrendered to Nana Sahib, adopted son and successor of Peshwa Baji Rao II, at Cawnpur. He along with the British residents there was put in a boat for

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Allahabad and was attacked by the mutineers, with the result that some of them lost their lives.

After the death of Henry Lawrence on the 4th of July, Brigadier Inglis took charge of the defence of the Residency at Lucknow and resisted the enemy. On the 21st of September Sir Henry Havelock along with Sir James Outram and James George Smith Neill marched towards Lucknow, forced his way into the Residency after severe fighting and loss, and accomplished the relief of the besieged garrison there. Neill lost his life in the street fighting on that occasion.

DN 82 is a Notification G. O. No. 1238 of 1857, dated the 2nd of October, 1857, from Lord Canning, which announced that according to information received on the 2nd of October Major-General Havelock's forces regained posssession of the Residency at Lucknow on the 25th of September, and the garrison was saved. The Governor-General in Council extended his hearty thanks both to Henry Havelock and James Outram for their success, which had brought relief to so many distressed people. It was further stated that the Governor-General in Council was aggrieved to hear the news of the death of Brigadier-General Neill and offered to the General and army of Madras his sincere condolence upon the untimely loss of one who was an honour to the service of their Presidency.

After the fall of Delhi to the mutineers in the middle of May, disturbances broke out in different places in the Punjab, and Sir John Lawrence, the Chief Commissioner there, faced the situation with prudence and saved the province from disaster. At Peshawar, a mobile column under the command of John Nicholson was formed to render assistance wherever danger might appear. William Stephen Raikes Hodson was given a commission to raise an irregular cavalry known as "Hodson's Horse" in the Punjab. The Nawabs of Jhajjar, Bahadurgarh etc. plundered the civil station at Rohtak, destroying every record of administration, and the place was completely lost to the British Government. Hodson retook the place which was garrisoned by two hundred and fifty men sent by Sarup Singh, Raja of Jhind, who rendered invaluable service to the British during the mutiny. Sir Archdale Wilson was appointed to the command at the siege of Delhi on the 17th of July, 1857.

DN 83 is a letter, dated the 19th of August, 1857, to Brigadier -General Wilson from W. S. R. Hodson from the camp at

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Dusseeah informing him of the position, strength and movements of the corps of Guides under his command. It states that Wilson did not approve of the capture of Rohtak by Hodson as it would be difficult to garrison it. The mutineers from Delhi eight or nine hundred in number, who had moved towards Hansi, got frightened of Hodson's forces and dispersed. Hodson received some men from the Raja of Jhind and believed that no other mutineers would advance from Delhi. He fought some pitched battles with the mutineers, and killed some officers of distinction. He was in advance of Rohtak, and intended to march back on the 20th of August.

Notwithstanding the outbreak of disturbances here and there the situation in the Punjab was not alarming, and Sir John Lawrence was in a position to furnish a portion of his own garrison for the siege of Delhi. John Nicholson was accordingly sent, on the 24th of July, to Delhi, which he reached on the 14th of August. Sir John Lawrence who was well acquainted with the topography of the city of Delhi, wrote a letter to Nicholson offering some suggestions regarding the forthcoming assault on the city of Delhi in the hope that it might be of some service in the operation.

DN 84 is a letter, dated the 19th of August, 1857, to Brigadier -General Nicholson from Lahore by which Sir John Lawrence conveyed his instructions regarding the details of the assault to be undertaken on Delhi. Nicholson was informed that Wilde along with the whole corps and reinforced by Dawe's troops from Jullundher would reach Delhi by the 4th of September, and Major Stoke with two hundred forty Peshawar horse would also reach there soon, and serve to crush down the Pandeys (mutineers) who would after their defeat make an attempt to bolt by Negumbode gate across the Doab for Rohilkhand.

Sir Alfred Thomas Wilde of the Punjab Regiment was at the siege of Delhi and Lucknow. Delhi was reconquered by the British on the 21st of September, 1857, though Nicholson lost his life in the operation.

D. C. G.

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SELECT DOCUMENTS

DN 1

Letter, dated the 13th of August, 1799, from Thomas Boileau.

August 13th, 1799.—I this forenoon between the hours of 10 and 11 o'clock visited by appointment in company with Mr. Charles Child at her House in Calcutta situate in an angle at the head of the Portuguese Church Street, and east of the Church Mrs. Carey, the last survivor of the unfortunate persons who were imprisoned in the Black Hole at Calcutta on the capture of that place in 1756, by Surajud Dowlah. This lady now fiftyeight (58) years of age as she herself told me is of a size rather above the common stature and very well proportioned, of a fair Mesticia colour with correct regular features which give evident marks of beauty which must once have attracted admiration. She confirmed all which Mr. Holwell had said on the subject of the black-hole in the foregoing letter, and added that besides her husband, her mother Mrs. Elleanor Weston (her name by second marriage) and her sister aged about ten years had also perished therein, and that other women, the wives of soldiers, and children had shared a like fate there.

Thos. Boileau

DN 2

Letter, dated the 5th of June, 1758, to Lieutenant Bannatyne from George Lord Pigot.

To Lieutenant Bannatyne,

Sir,

On receipt hereof you are to march for Madras with your whole Garrison, leaving the Fort in as defenceless a state as you

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can, and bring with you as many Coolies as possible from the country.

I am
Sir,
Your most obedient Servant,
George Pigot

Fort St. George,
5th June, 1758

I would have you take Chingleput in your way, and give Captain Preston what assistance you can in bringing any stores he may have to send.

DN 3

Letter, dated the 28th of October, 1759, to the Madras Government from Eyre Coote.

On Board Houghton,
Madras Road.
Oct. 28, 1759

Sir,

I have the honor of yours of 16 Instant by Admiral Pocock, and conformable thereto, have come here, with six companies of my Regiment as my orders from the Directors are to go to Bengal. I hope gentlemen you will exculpate me to them for acting contrary to their intentions, should I stay for the present on the Coast. I beg leave to return you my sincere thanks for the command you are pleased to offer me. I wish my abilities were any way equal to the task on that having the command after Maj: Brereton (who had acted so well in it) may not throw the greater slur on me, should a misfortune happen which we are so liable to in war.

I shall do myself the pleasure of waiting on you ashore, and have the honor to be with the greatest respect and esteem.

Gentlemen,
Your most Obdt. & most Humble Servant,
Eyre Coote

To the Hon.
The President and
Council at Fort St. George

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DN 4

Letter, dated the 27th of February, 1759, to Joseph Creswicke from Warren Hastings.

To
Joseph Creswicke Esqr,

Dear Sir,

The Worcestor being detained some time longer than was first intended, I take this occasion to send you by her Packet a bill of Exchange on the Company for two hundred pounds Sterling, which sum I beg the favour of you to receive, and pay one hundred pounds to my aunt Elizabeth, and the same sum to my sister with the enclosed letters.

The Company's affairs in this Province remain pretty much in the same state, in which they have been in for this twelve month past, but it is probable, there will shortly be some considerable alterations. The King's son, having some times since fled from Dellee where his Father and Brothers remain in subjection to the Vizier, is now upon the point of entering these Provinces, with the intention to seize the Government from Mir Jaffer, the present Nabob. The Colonel with the Company's troops will join the latter in a few days, and then they are both to proceed to Patna to oppose the King's son. What the event of these troubles will be is yet impossible to foresee, but I am afraid it will create very great disorders in these Provinces, though not I hope such as may endanger our Settlements. The King's son has not many men with him, nor money, but will probably be joined by the disaffected persons in these Provinces, who are, I am afraid, the strongest party in it.

I still continue at the city, but what my destination will be upon the arrival of our army, I cannot tell.

I have met with considerable success in Trade during these two last years, but expect to make a very little addition to my fortune this year, or the next, which seems to promise nothing but War and confusion.

My wife and children are pretty well. The former presents her respects to you, and joins with me in compliments to your

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family, with the most fervent prayers for both your and their health and welfare.

I am with the most perfect respect
Dear Sir,
Your ever grateful and
obedient humble servant,
Warren Hastings

Bengal,
27th Feby., 1759

DN 5

Treaty between Nawab Jafar Ali Khan and the Dutch, guaranteed by the Governor of Bengal, dated the 23rd of August, 1760.

Articles agreed on by the undermentioned deputies appointed by the Directors and Council for the Dutch East India Company in Bengal to be performed on the part of the said Company, and conditions granted them in consequence by the Nabob Jaffer Ally Cawn, Shujah al Meulk Behadre, Mahaubut Jung the performance of which said Articles and conditions are at the request of both the contracting parties guaranteed to them respectively by the undersigned President and Council of Fort William.

Article 1st

The Directors and Council shall immediately send away from Chinsura and their other Factories all the Europeans they have exceeding the number of one hundred and twentyfive granted them by Treaty; the said men may remain on board of their ships at Culpee or Fulta till an opportunity offers of conveying them to Batavia.

2nd

That if they have erected any new fortifications or deepened or widened their ditch since the execution of their Treaty with the Nabob, they shall be immediately reduced to their former condition.

3rd

That if they have augmented their number of guns or their quantity of Military stores beyond which is necessary for the ordinary uses of their factory that over plus shall immediately

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be sent away in the same manner as is mentioned in the first Article regarding the men.

4th

That they shall never suffer more than one Europe ship at a time to come higher up the river than Culpee, Fulta or Miapore, without the express leave of the Nabob first obtained.

5th

The said Deputies on the part of the said Directors and Council do hereby renew, confirm and ratify all the conditions by them agreed on in the Treaty concluded between the English Commissaries on behalf of the Nabob and the Commissaries on the part of the said Directors and Council the 3rd of December, 1759, and more expressly and particularly that part which limits their forces in Bengal to the number of one hundred and twentyfive Europeans.

6th

The said Directors and Council shall now and at all times when the Nabob may require it permit an officer of his together with an English officer to review the men and Military stores in Chinchura and their other factories, or if any other means can be agreed on between the Governor and Council of Fort William and the Governor and Council of Chinchura whereby the number of the men and the quantity of Military stores may be ascertained to the satisfaction of the said Governor and Council of Fort William so as that they may be enabled to answer to the Nabob as guarantees for the security of his country. In such case the Nabob will not insist upon the review.

7th

The Nabob's Duan Ray Rayen Ameed Ray on behalf of the Nabob solemnly engages to the said Directors and Council that on their complying with the before going conditions they shall hereafter be supported in all their Rights, Liberties, and Prerogatives in Trade as granted them by the Phirmaunds of the Mogul.

8th

That they shall in future be burthened with no new and unusual taxes or contributions whatsoever, and particularly that

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they shall be freed from the payment of the sum exacted from them for some years past by the Subah of Patna under the title of Peshcush due for the privilege of the Trade of Salt Petre; it not being just that the said Directors and Council should continue to pay for a privilege that they do not now hold.

9th

That they shall have a free and uninterrupted passage for their ships and vessels in the river with the exception mentioned in the fourth Article, as also for their oxen, carts, coolies, peons, cossids, etc, by land to their usual destined place with the Seal of the Company and that of the Directors or chiefs or other servants properly qualified without being subject to any imposi-tions from any Phousdars, Jaguerdars, Chowkeydars, Droghars or any other officers of the Government.

10th

That in consequence of the several Pharmaunds by them obtained the Dutch East India Company's trade in the Provinces of Bengal, Bahar and Orissa shall be free and uninterrupted in all articles whatsoever, excepting the purchase of Salt petre, of which the Nabob has granted the English the exclusive privileges.

11th

That the Nabob will order the acct. of their coinage in the Mint at Cariem Abaad to be adjusted and the balance which may appear due to be discharged and that in future their business in the said Mint shall be carried on without molestation or hind-rance, and the nett produce be delivered without any detention or unlawful deduction.

12th

The ratification of the present Treaty under the Seal of the Nabob and signed by the said Directors and Council shall be exchanged in seventy days from the dates hereof and signed by the said President and Council of Fort William as guarantees.

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Done at Fort William the 23rd of August, 1760.

. . . in the Fort of the English East India Company as guarantee.

Henry Vansittart

The Seal of the Nabob's Dewan—

DN 6

Demands of the Nawab Nazim Mir Jafar approved by the Honorable the East India Company, dated the 10th of July, 1763.

Demands made on the part of the Nabob Meer Mahomed Jaffier Cawn to Governor and Council at the time of signing this Treaty.

1st. I formerly acquainted the Company with the particulars of my own affairs and received from them repeated letters of encouragement and kindness with presents. I now make this request that you will write in a proper manner to the Company, and also to the King of England the particulars of our friendship and union and procure for me writings of encouragement that my mind may be assured from that quarter, that no breach may ever happen between me and the English, and that every Governor, counsellor and chief of the English that are here or may hereafter come may be well disposed and attached to me.

2ndly. Since all the English Gentlemen, assured of my friendly disposition (to the Company), confirm me on the Nizamut, I request that to whatever I may at any time write, they will give their credit and assent, nor regard the stories of designing men to my prejudice that all my affairs may go on with success and no occasion may arise for jealousy (or) ill-will between us.

3rdly. Let no protection be given by any of the English Gentlemen to any of my dependents, who may fly for shelter to Calcutta or other of your Districts, but let them be delivered up to me on demand. I shall strictly enjoin all my Foujdars

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and Aumils on all accounts to afford assistance and countenance to such of the Gomasthas of the Company as attend to the lawful trade of their factories; and if any of the said Gomasthas shall act otherwise let them be checked in such a manner as may be an example to others.

4thly. From the neighbourhood of Calcutta to Houghly and many of their Pergunnahs bordering upon each other, it happens that, on complaints being made, people go against the talukdars, reiats, and tenants of my towns, to the prejudice of the business of the Sirkar; wherefore let strict orders be given that no person be sent from Calcutta on the complaint of any one upon my talukdars or tenants, but on such occasions let application be made to me, or to the Naib of the Foujdarry of Houghly that the country may be subject to no loss or devastations, and if any of the merchants (and) traders which belonged to the Buckshunder and Azimgunge, and have settled in Calcutta, should be desirous of returning to Hooghly, and carrying on their business there as formerly, let no one molest them. Chandernagore and the French factory were presented to me by Colonel Clive, and given by me in charge to Omer Beg Cawn. For this reason let strict orders be given that no English Gentleman exercise any authority therein, but that it remains as formerly under the jurisdiction of my people.

5thly. Whenever I may demand any forces from the Governor and Council for my assistance, let them be immediately sent to me and no demand made on me for their expenses. The demands of the Nawab Shujaa-ool-Mulk Hissamu-d Dowla Meer Mahomed Jaffier Cawn Bahadur Mahabut Jung, written in five Articles, we the President and Council of the English Company (do) agree and set our hands to.

Fort William,
10th July, 1763

Henry Vansittart
Thos. Adams
John Carnac
William Billers
John Cartier
Warren Hastings
Randolph Marriott
Hugh Watts, etc.

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DN 7

Treaty Between the Nawab Nazim Mir Jafar and the Hon'ble the East India Company, dated the 13th of July, 1763.

J. Graham, Secretary,

Articles of a Treaty and Agreement concluded between the Governor and Council of Fort William on the part of the English East India Company and the Nabob Shûjaa-ool-Moolk Hossam-O Dowla Meer Mahomed Jaffer Cawn Bahadur Mohaobut Jung.

On the part of the Company we engage to reinstate the Nabob Meer Mahamed Jaffir Cawn Bahadur in the Subadaree of the Province of Bengal, Bihar and Orissa by the deposal of Meer Mahamed Cossim Cawn and the effects, Treasure and jewels and belonging to Meer Mahamed Cossim Cawn which shall fall into our hands shall be delivered upto the Nabob aforenamed.

On the part of the Nabob—

1st. The treaty which I formerly concluded with the Company upon my accession to the Nizamut engaging to regard the honor and reputation of the Company, their Governor and Council as my own, granting Parwanahs for the currency of the Company's trade, the same Treaty I now confirm and ratify.

2nd. I do grant and confirm to the Company for defraying the expenses of their troops, the Chuklahs of Burdwan, Midnapoor and Chittagong, which were ceded for the same purpose.

3rd. I do ratify and confirm to the English the privilege granted by their Firmaund and several Husboolhookums of carrying on their trade by means of their own Dustuk, free from all duties, taxes or impositions, in all parts of the country, excepting the article of Salt on which a duty of 2½ p. cent is to be levied on the rowana or Houghly market price.

4th. I give to the Company half the salt petre which is produced in the country of Purneah, which their Gomastahs shall send to Calcutta. The other half shall be collected by my Phousdar for the use of my office and I will suffer no other person to make purchases of this article in that country.

5th. In the Chuklah of Sillet, for the space of five years, commencing with the Bengal year 1170, my Phousdar and the Company's Gomastahs shall jointly prepare chunam, of which each shall defray half the expenses; and half the chunam so

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made shall be given to the Company and the other half shall be for my use.

6th. I will maintain twelve thousand horse and twelve thousand foot in the three Provinces. If there should be occasion for more the number shall be increased by the consent of the Governor and Council proportionably to the emergency. Besides these the forces of the English Company shall always attend me when they are wanted.

7th. Whenever I shall fix my Court either at Moorshedabad or elsewhere, I will advise the Governor and Council; and whatever number of English forces I may have occasion for in the management of my affairs, I will demand them, and they shall be allowed me, and an English gentleman shall reside with me to transact affairs between me and the Company, and a person shall also reside on my part at Calcutta to negotiate with the Government and Council.

8th. The late Parwannahs issued by Cossim Aly Cawn, granting to all merchants the exemption of all Duties for the space of two years, shall be reversed and called in, and the duties collected as before.

9th. I will cause the rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad without any deduction of Batta.; and whosoever shall demand Batta shall be punished.

10th. I will give thirty lacs of rupees to defray all the expenses and loss accruing to the Company from the War and stoppage of their investment; and I will reimburse to all private persons the amount of such losses proved before the Governor and Council, as they may sustain in their trade in the country. If I should not be able to discharge this in ready money, I will give assignments of lands for the amount.

11th. I will confirm and renew the Treaty which I formerly made with the Dutch.

12th. If the French come into the country I will not allow them to erect any fortifications, maintain forces, or hold lands or zemindaries etc., but they shall pay tribute, and carry on their trade as in former times.

13th. Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Agents and Gomastahs in the different parts of the boundary and my affairs.

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In testimony whereof we the said Governor and Council have set our hands and affixed the Seal of the Company to one Part hereof and the Nabob aforenamed hath set his hand and Seal to another Part hereof, which were mutually done and interchanged at Fort William, the 13th day of July, 1763.

Henry Vansittart
Thos. Adams
John Carnac
William Billers
John Cartier
Warren Hastings
Randolph Marriott
Hugh Watts etc.

DN 8

Letter, dated the 1st of March, 1764, to Anselm Beaumont from Vansittart and others.

To

Mr. Anselm Beaumont,
Resident at Midnapore.

Sir,

Having lately received advice of a very extraordinary meeting which happened in the Army in Behar about payment of the donation granted to them by the Nabob and that the Commanding officer has been obliged to discharge the first dividend of their shares in order to quiet and pacify them we think it necessary that payment should also be made of the first dividend to all the troops stationed at the subordinate factories, to prevent the danger of their applying for it in the same mutinous manner. We have accordingly cancelled the agents who acquainted us that the share allotted by the Committee of officers for Sepoys, Lascars and Artificers amounts in the whole to Rs. 400,000 of which $\frac{7}{25}$ th has been received and is ready to be divided . . . calculating the whole number of shares therefore to be 10,000, each share will come to annas 40, and as the accident of Major Knox's death prevented the proportions for the officers and private men being regularly settled, we have agreed that the whole shall be rated after the following manner—

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		Shares		
Commandants	... ...	10	at Rs.	1,100
Subadars	... ...	8	,, ,,	320
Jamadars	... ...	4	,, ,,	160
Havildars	... ...	2	,, ,,	80
Naiks	... ...	$1\frac{1}{2}$	,, ,,	60
Sepoys	... ...	1	,, ,,	40

$\frac{7}{25}$ th of which (being the present dividend) amounts as follows—

	Rs.
To each Commandant	110
,, Subadar	88
,, Jamadar	44
,, Havildar	22
,, Naik	16-8
,, Sepoy	11

We desire therefore that on receipt hereof you will pay to all such sepoys as were in the service at the Declaration of the late War against Cossim Aly Cawn the shares that are due to them according to the above regulation, transmitting us exact rolls of the payments so made that we may account with the Agents, and taking care it is fully explained to the Sepoys what is their salary and what their present dividend, assuring them that the rest shall be duly paid as Kists come in from the Nabob.

The first dividend having also been paid to the Europeans at Camp, such as are stationed at your factory are to receive after the following rates being th of their respective shares—

A private man ...	...	1 share at Rs. 37. 15. 1
A corporal ...	...	$1\frac{1}{2}$ shares ,,
A Sergeant ...	...	2 ditto

Fort William
The 1st March 1764

We are,
Sir,
Your most obedient Servants,
Henry Vansittart
William Billers
Warren Hastings
Randh. Marriott
Sam. Middleton
R. Leycester

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DN 9

Treaty between the Nawab Nazim Nazim-ud-Dawlah and the East India Company, dated the 3rd of February, 1765.

Articles of a Treaty and Agreement concluded between the Governor and Council of Fort William on the part of the English East India Company and the Nawab Nazimu-d Dowlah.

On the part of the Company—

We, the Governor and Council, do engage to secure to the Nawab Nazimu-d Dowlah, the Subahdaree of the Provinces of Bengal, Bahar and Orissa, and to support him therein with the Company's forces against all the enemies. We will also at all times keep up such force as may be necessary effectually to assist and support him in the defence of the Provinces, and as our troops will be more to be depended on than any the Nawab can have, and less expensive to him, he needs therefore entertain none but such as are requisite for the support of the Civil officers of his Governments, and the business of his collections, through the different Districts. We do further promise that in consideration the Nawab shall continue to assist in defraying the extraordinary expenses of the war now carrying on against Shujau-d Dowlah, with five lacs of rupees per month, which were agreed to by his father, that whatever sums may be hereafter received of the King on account of our assistance afforded him in this war shall be repaid to the Nawab.

On the part of the Nawab—

In consideration of the assistance the Governor and Council have agreed to afford in securing to me the succession in the Subahdaree of Bengal, Bahar and Orissa, heretofore held by my father, the late Nawab Mir Jaffer Aly Cawn, and supporting me in it against all my enemies, I do agree and bind myself to the faithful performance of the following Articles.

1st. The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of their Governor and Council as his own; and granting Perwanahs for the currency of the Company's trade, the same Treaty as far as is consistent with the Articles hereafter agreed to, I do hereby ratify and confirm.

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2nd. Considering the weighty charge of Government and how essential it is for myself for the welfare of the country and for the Company's business, that I should have a person, who has had experience therein to advise and assist me, I do agree to have one fixed with me at the recommendation of the Governor and Council in the station of Naib-Subah, who shall accordingly have immediately under me the chief management of all affairs. And as Mahomed Reza Cawn, the Naib of Dacca, has in every respect my approbation and that of the Governor and Council, I do further agree that this trust shall be conferred on him, and I will not displace him without the acquiescence of those gentlemen, and in case my alteration in this appointment should hereafter appear advisable, that Mahomed Reza Cawn, provided he has acquitted himself with fidelity in his administration, shall in such case be reinstated in the Naibship of Dacca with the same authority as heretofore.

3rd. The business of the collection of the revenue shall under the Naib-Subah be divided into two or more branches as may appear proper, and as I have the fullest dependence and confidence on the attachment of the English, and their regards to my interest and dignity, and am desirous of giving them every testimony hereof, I do further consent to that the appointment and dismission of the Muttaseddees of those branches, and the allotment of their several Districts, shall be with the approbation of the Governor and Council and considering how much men of my rank and station are obliged to trust to the eyes and recommendations of the servants about them, and how liable to be deceived, it is my further will that the Governor and Council shall be at liberty to object and point out to me when improper people are entrusted, or where my officers and subjects are oppressed, and I will pay a proper regard to such representations that my affairs may be conducted with honor, my people everywhere be happy, and their grievances be redressed.

4th. I do confirm to the Company as a fixed revenue for defraying the extraordinary expenses of their troops the Chucklahs of Burdwan, Midnapore, and Chittagong in as full a manner as heretofore ceded by my father. The sum of five lacs sicca rupees per month for their maintenance was further agreed to be paid by my father. I agree to pay the same out of my treasury while the exigency for keeping up so large

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an army continues. When the Company's occasions will admit a diminution of the expenses they are put to on account of those troops, the Governor and Council will then relieve me from such a proportion of this assignment as the increased expenses incurred by keeping up the whole force necessary for the defence of the Province will admit of; and as I esteem the Company's troops entirely equal thereto and as my own, I will only maintain such as are immediately necessary for the dignity of my person and Government, and the business of my collections throughout the Provinces.

5th. I do ratify and confirm to the English the privilege granted them by their Phirmaund and several Husbulhookums of carrying on their trade by means of their own Dustuck, free from all duties, taxes or impositions in all parts of the country, excepting in the article of salt, on which a duty of 2½ per cent is to be levied on the Rowana or Houghley market price.

6th. I give to the Company the liberty of purchasing half the salt petre produced in the country of Poornea, which their Gomastahs shall send to Calcutta; the other half shall be collected by my Phousdar for the use of my offices, and I will suffer no other person to make purchases of the article in that country.

7th. In the Chucklah of Syllet for the space of five years commencing with the Bengal year 1171 my Phousdar and Gomastah on the part of the Company shall jointly provide chunam, of which each shall defray half the expense, and half the chunam so made shall be given to the Company.

8th. Although I should occasionally remove to other places in the Provinces, I agree that the Books of the Sirkar shall be always kept and the business conducted at Moorshedabad, and that shall, as heretofore, be the seat of my Government. And wherever I am, I consent that an English Gentleman shall reside with me to transact all affairs between me and the Company, and that a person of high rank shall also reside on my part at Calcutta to negotiate with the Governor and Council.

9th. I will cause the rupees coined in Calcutta to pass on every respect equal to the siccas of Moorshidabad without any deduction of Batta, and whosoever shall demand Batta shall be punished. The annual loss on the coinage by the toll of the Batta (on the issuing of the new siccas) is a very heavy grievance to the country, and after mature consideration, I will in concert

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with the Governor and Council pursue whatever may appear the best method for remedying it.

10th. I will allow no Europeans whatever to be entertained in my service, and if there already be any they shall be immediately dismissed.

11th. The Kistibundee for the payment of the restitution to the sufferer in the late troubles as executed by my father, I will see faithfully paid. No delays shall be made in this business.

12th. I confirm and will abide by the Treaty which my father formerly made with the Dutch.

13th. If the French come into the country I will not allow them to erect any fortification, maintain forces or hold lands, zemindaries but they shall pay tribute, and carry on their trade as in former times.

14th. Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Gomastahs and my officer in the different parts of the country.

In testimony whereof we the said Governor and Council have set our hands and affixed the Seal of the Company to one Part hereof, and the Nawab before named hath set his hand and Seal to another Part which were mutually done and interchanged, this 3rd day of February, 1765.

J. Spencer
C. S. Playdell
Jhon Johnstone etc.

DN 10

Letter, dated the 3rd of May, 1765, to Hugh Watts from J. Spencer and others.

To

Hugh Watts, Esqr.
Resident at Midnapore

Sir,

The Nabob Nazim-O-Dowlah having now acceded to the treaty which we proposed to him, and been in consequence seated by our Deputies on the Musnud, we shall accordingly

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tomorrow proclaim here his accession to the Subadaree in proper form and we enclose you herewith a copy of the proclamation that the same may be done at your factory.

We are,
Sir,
Your most obedient Servants
J. Spencer
C. S. Playdell
J. Burdett
George Gray

Fort William
The 3rd May 1765

A Proclamation

The Nabob Meer Mahomed Jaffier Cawn Bahadre having demised and the Nabob Nazim-O Dowlah, his eldest son, having been declared and appointed successor to the Subahdary of the Province of Bengal, Behar, and Orissa, we the President and Council of Fort William on behalf of the Hon'ble United Company of Merchants of England trading to the East Indies do now proclaim and acknowledge the Nabob Nazim-O Dowlah Bahadre Subhadar of the Province of Bengal, Behar and Orissa and declare that we will assist and support him to the utmost of our power in the Government.

Given under the names and the seals of the said United Company at Fort William.

6th March 1765 John Spencer & Council

DN 11

Letter, dated the 3rd of May, 1765, to Hugh Watts from Lord Clive and others.

Hugh Watts Esqr.
Resident at Midnapore

Sir,
This serves to advise you of the arrival this day of Lord Clive

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and that he has taken upon him the Government of this Presidency agreeably to the Company's appointment.

We are,
Sir,
Your most obedient servants
Clive
C. S. Playdell
F. Sykes
R. Leycester
J. Burdett
George Gray

Fort William
3rd May 1765.

DN 12

Treaty between Lord Clive on behalf of Nawab Nazim-ud Daulah, Subahdar of Bengal and Shuja-ud Daulah, approved by Shah Alam, dated the 16th of August, 1765.

Whereas the Right Hon'ble Robert Lord Clive, Baron of Plassey, Knight Companion of the Most Hon'ble Order of the Bath, Major General and Commander-in-Chief of the forces, President of the Council, and Governor of Fort William and of all the Settlements belonging to the United East India Company of Merchants of England trading to the East Indies, in the Provinces of Bengal, Bahar and Orissa, and John Carnac Esqr, Brigadier General, Colonel in the service of the said Company, and Commanding Officer of their Forces upon the Bengal Establishment are invested with full and ample powers on behalf of His Excellency, the Nabob Nudjum-ul Dowla, Subadar of Bengal, Bahar and Orissa and likewise on behalf of the United Company of Merchants of England trading to the East Indies to negotiate, settle and finally to conclude a firm and lasting Peace with His Highness the Nobob Shujah-ul Dowla, Vizier of the Empire. Be it known to all those to whom it may or shall in any manner belong, that the above named Plenipotentiaries have agreed upon the following articles with His Highness.

1st.

A perpetual and universal peace, sincere friendship, and firm union shall be established between His Highness Shujah-ul Dowla and his heirs on the one side and His Excellency

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Nudjum-ul Dowla and the English East India Company on the other; so that the said contracting Powers shall give the greatest attention to maintain between themselves their dominions and their subjects this reciprocal friendship without permitting on either side any kind of hostilities to be committed henceforth for any cause or under any pretence whatsoever and everything shall be carefully avoided which might hereafter prejudice the union now happily established.

2nd.

In case the dominion of His Highness Sujah-ul Dowla shall at any time hereafter be attacked, His Excellency Nudjum-ul Dowla and the English Company shall assist him with a part or the whole of their forces according to the exigency of his affairs, and so far as may be consistent with their own security; and if the dominions of His Excellency Nudjum-ul Dowla or the English Company should be attacked, His Highness shall in like manner assist them with a part or the whole of his forces. In the case of the English Company's forces being employed in His Highness's service, the extraordinary expense of the same is to be defrayed by him.

3rd.

His Highness solemnly engages never to entertain or receive Cossim Ally Cawn, the late Subedar of Bengal, etc., Sombre, the assassin of the English, nor any of the European deserters, within his dominions, nor to give the least countenance, support or protection to them. He likewise solemnly engages to deliver up to the English whatever Europeans may in future desert from them into his country.

4th.

The King Shah Allum shall remain in full possession of Cora and such part of the Province of Illabad, as he now possesses, which are ceded to His Majesty as a Royal Demesne for the support of his dignity and expenses.

5th.

High Highness Sujah-ul Dowla engages in a most solemn manner to continue Bulwunt Sing in the zemindaries of Benares, Gazypore, and all those Districts which he possessed at the time

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he came over to the late Nabob Jaffier Ally Cawn and the English on condition of his paying the same revenue as heretofore.

6th.

In consideration of the great expense incurred by the English Company in carrying on the late war His Highness agrees to pay them fifty lacs of rupees in the following manner; *viz.*, twelve lacs in money and a deposit of jewels to the amount of eight lacs upon the signing of this Treaty; five lacs one month after, and the remaining twenty five lacs by monthly payments, so as that the whole may be discharged in thirteen months from the date hereof.

7th.

It being firmly resolved to restore to His Highness the country of Benares, and the other Districts now rented by Bulwunt Sing, notwithstanding the grant of the same from the King to the English Company, it is therefore agreed that they shall be ceded to His Highness in the manner following, *viz.*, they shall remain in the hands of the English Company with their revenues till the expiration of the Agreement between Bulwunt Sing and the Company, being on the 27th day of November next, after which His Highness shall enter into possession, the fort of Chunar excepted, which is not to be evacuated until the sixth article of this Treaty be fully complied with.

8th.

His Highness shall allow the English Company to carry on a trade duty-free throughout the whole of his dominions.

9th.

All the relations and subjects of His Highness, who in any manner assisted the English during the course of the late war, shall be forgiven, and no way molested for the same.

10th.

As soon as this Treaty is executed, the English forces shall be withdrawn from the dominions of His Highness, excepting such as may be necessary for the garrison of Chunar, or for the defence and protection of the King in the city of Illabad if His Majesty should require a force for that purpose.

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11th.

His Highness the Nabob Sujah-ul Dowla, His Excellency the Nabob Nudjum-ul Dowla and the English East India Company promise to observe sincerely and strictly all the articles contained and settled in the present Treaty; and they will not suffer the same to be infringed, directly or indirectly by their respective subjects; and the said contracting powers generally and reciprocally guarantee to each other all the stipulations of the present Treaty.

Clive
John Carnac

Signed, sealed, and solemnly sworn to according to their respective faiths by the contracting Parties this 16th day of August in the year of our Lord one thousand seven hundred and sixty five in the presence of us.

Edmund Maskelyne (?)
Archibold Swinton
George Vansittart

DN 13

Letter, dated the 10th of October, 1765, from Lord Clive and others to Hugh Watts.

To
Hugh Watts Esqr.
Resident at Midnapore

Sir,

In consequence of representations made to us by Mahomed Reza Cawn, we have come to the resolution of prohibiting the chiefs and other gentlemen at the subordinates from lending money to the zemindars, without the consent of the ministers, or interfering directly or indirectly with the business of the Government.

As we apprehend the same restriction may not only be useful but highly necessary to the due and regular collection of the revenues arising from the Company's own immediate possessions

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we therefore positively enjoin you not to lend money to the zemindars within the Province of Midnapore without the consent of the Committee, or of the Governor and Council, nor to any zemindar or other servants of the public in the Nabob's Dominions, but with the approbation of the Minister Mahomed Reza Cawn, Juggut Seet and Doolabram to which we require your strict obedience on pain of suspension.

We further direct that you will see these our orders exactly obeyed by such gentlemen as may reside with you in subordinate stations as well as by your Banians and Dependants, and also that you will confine yourself strictly to the business of the collections and your own private affairs avoiding any step that can possibly affect the Company's interest.

It is also our desire that you will send to Calcutta by the 21st day of this month all free merchants and other Europeans implied in our former orders to you on this subject, as we are determined not to extend our indulgence beyond that period.

We are,
Sir,
Your most obedient Servants
Clive
B. Sumner
John Carnac
H. Verelst

Fort William
the 10th October 1765

DN 14

Treaty between the Nawab Nazim Saif-ud Daulah and Hon'ble the East India Company, dated the 19th of May, 1766.

Articles of a Treaty and Agreement concluded between the Governor and Council of Fort William on the part of the English East India Company and the Nabob Syef-ul Dowlah.

On the part of the Company—

We, the Governor and Council, do engage to secure to the Nabob Syef-ul Dowlah the Subahdarree of the Provinces of Bengal, Bahar and Orissa, and to support him herein with the Company's forces against all his enemies.

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On the part of the Nabob—

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of the Governor and Council as his own, and that entered into with my brother Nabob Nazim-ul Dowla, the same Treaties as far as is consistent with the true spirit, intent and meaning thereof, I do hereby ratify and confirm.

2nd.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Bahar and Orissa as a free gift for ever, and, I, having an entire confidence in them and in their servants settled in this country, that nothing whatever be proposed or carried into executions by them, derogating from my honor, interest and the good of my country, do therefore, for the better conducting the affairs of the Subadary and promoting my honor and interest and that of the Company in the best manner agree that the protecting the Provinces of Bengal, Bahar and Orissa, and the force sufficient for that purpose be entirely left to their direction and good management in consideration of their paying the King Shah Allum by monthly payments, as by Treaty agreed on, the sum of Rs. 2,16,666-10-9 and to me Syef ul Dowla the annual stipend of Rs. 41,86,131-9-0, *viz.*, the sum of Rs. 17,78,854-1-0 for my house, servants and other expenses indispensably necessary, and the remaining sum of 24,07,277-8-0 for the support of such Sepoys, Peons, and Burgundasses as may be thought proper for my Assuwarry only, but on no account ever to exceed that amount.

3rd.

The Nabob Minuah Dowla, who was, at the instance of the Governor and the Gentlemen of the Council, appointed Naib of the Provinces and invested with the management of affairs, in conjuction with Maha Raja Doolubrâm and Juggut Seat, shall continue in the same post and with the same authority; and having a perfect confidence in him I, moreover, agree to let him have the disbursing of the above sum of Rs. 24,07,277--8-0 for the purposes above mentioned.

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This Agreement (by the blessing of God), I hope will be inviolably observed as long as the Company's factories continue in Bengal. Dated the 19th day of May in the year of our Lord 1766.

Randh Marriott, etc.

DN 15

Letter, dated the 22nd of May, 1766, to John Graham from W. B. Sumner and others.

To

Mr. John Graham,
Resident at Midnapore

Sir,

The Nabob Nazim-ul Dowla having departed this life on the 8th instant after a short indisposition, his brother Syf-O Dowla has succeeded him in the Subahdari and was seated on the Musnud on the 19th; he has been already proclaimed here and you will cause the same to be done at your factory for which purpose the form of a Proclamation comes enclosed.

We are,
Sir,
Your Loving Friends,
William B. Sumner
H. Verelst
Randh Marriott
H. Watts
Claude Russell
W. Aldersey
Thomas Kelsall
Charles Floyer

Fort William
The 22nd May 1766

Proclamation

We the President and Council of Fort William for the management of affairs of the United East India Company and on their part acting in the Dewani in behalf of the King Shah Allam for the Province of Bengal, Bahar and Orissa, do acknowledge and declare our good friend and ally Syf-O-Dowla

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to have been regularly invested in the Subahdari of these Provinces and in which we will assist and support him to the utmost of our power, also, we do hereby require and command all persons within or belonging to this Government under our jurisdiction, and we do desire all persons our friends and allies to acknowledge the said Syf-O-Dowla in his right and title of Saubat of the said Province.

Given under our hands and the seal of the United Company.

DN 16

Letter, dated the 27th of May, 1767, to George Vansittart, Resident at Midnapore, by H. Verelst.

Boinpore,
27th May, 1767

Sir,

I have received your favour of the 5th instant. With regard to exchange of the Purgannas you mention, it may be as well delayed, as we are in treaty for the whole Cuttac country, where if . . . it is necessary the Purganna of Potaspore may be put under the orders of the Resident at Midnapore.

I am,
Sir,
Your most obedient H'ble Servant
H. Verelst

Geo: Vansittart, Esqr.

DN 17

Letter, dated the 16th of February, 1767, to Francis Charlton from H. Verelst and others.

To
Francis Charlton, Esqr.
Chief at Chittagong

Sir,

Notwithstanding the public Notice which was given by the Select Committee so early as July 1765, prohibiting all free

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merchants from residing up the country and carrying on a trade there after the 21st October ensuing under the (pe)n(a)lty of having the Company's protection withdrawn from them, we have too much reason to believe that many have eluded those orders, and we are determined to suffer no longer such a violation of the Company's repeated commands. You are therefore re(quest)ed to apprehend and send to the Presidency without delay all such free merchants and others as you may find trading within your Districts should it appear that they have no permission granted for that purpose by the President or the Select Committee.

We are,
Sir,
Your most obedient Servants
H. Verelst
John Cartier
F. Sykes
Richard Barwell
Charles Floyer

Fort William
16th Feby., 1767

DN 18

Letter, dated the 17th of June, 1769, to John Reed from H. Verelst and others.

To
Mr. John Reed,
Provisional Chief etc., Council at Chittagong

Gentlemen,

The prevailing and increasing scarcity of specie and the many difficulties and distresses the merchants labour under from this inconvenience having been strongly represented to us, and our assistance to relieve them earnestly requested, we have been induced to propose to the Nabob and his Ministers the establishment of a gold currency. They have accordingly acquiesced to our proposal and established one on such a plan as we hope will relieve these distresses and prevent the fatal consequences that seemed to threaten the country in general from this rising evil.

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Enclosed we send you a copy of the advertisement that hath been published here in order to carry this plan into execution within our jurisdiction, and we desire that the same may be made public at your factory likewise.

Fort William
the 17th June, 1769

We are,
Gentlemen,
Your most obedient humble Servants
H. Verelst
John Cartier
Jas. Alexander
Charles Floyer

DN 19

Treaty between the Nawab Nazim Mubarek-ud Daulah and the Honorable East India Company, dated the 21st of March, 1770.

Articles of a Treaty and agreement between the Governor and Council of Fort William on the part of the English East India Company and the Nabob Mubareku-d Dowlah.

ON THE PART OF THE COMPANY

We, the Governor and Council, do engage to secure to the Nabob Mubarek-ul-Dowlah to the Subahdaree of the Province of Bengal, Bahar, and Orissa and to support therein with the Company's forces against all his enemies.

ON THE PART OF THE NABOB

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of the Governor and Council as his own, and that entered into with my brothers the Nabobs Nazim-ul-Dowlah and Syful-Dowlah, the same Treaties as far as consistent with the true spirit, intent and meaning thereof, I do hereby ratify and confirm.

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2nd. The King has been graciously pleased to grant unto the English East India Company the Dewannaship of Bengal, Bahar and Orissa, as a free gift forever and I having an entire confidence in them and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them derogating from my honor, interest, and the good of my country do therefore for the better conducting the affair of the Subadaree and promoting my honor and interest and that of the Company in the best manner, agree that the protecting the Provinces of Bengal, Bahar and Orissa, and the force sufficient for that purpose be entirely left to their direction, and good management, in consideration of their paying the King Shah Allum by monthly payments, as by treaty agreed on, the sum of Rupees two lacs sixteen thousand six hundred and sixty-six, ten annas and nine pice (Rs. 2,16,666-10-9) and to me Mubarek-ul-Dowlah the annual stipend of Rupees thirtyone lacs eightyone thousand nine hundred and ninetyone nine annas (Rs. 31,81,991-9-0), viz., the sum of Rupees fifteen lacks eighty-one thousand nine hundred and ninetyone, nine annas (Rs. 15,81,991-9-0) for my house servants and other expenses indispensably necessary; and the remaining sum of Rupees six-teen lacs (Rs. 16,00,000) for the support of such sepoys, peons, and burgundasses as may be thought proper for my Asswarry only, but on no account ever to exceed that amount.

3d. The Nabob Minauh Dowlah who was at the instance of the Governor and Gentlemen of the Council appointed Naib of the Provinces and invested with the management of affairs in conjunction with Maharajah Doolubram and Juggut Seat shall continue in the same post and with the same authority; and having a perfect confidence in him, I, moreover, agree to let him have the disbursing of the above sum of Rupees sixteen lacs (16,00,000) for the purposes above mentioned.

This agreement (by the blessing of God) shall be inviolably observed forever.

Dated the 21st day of March in the year of our Lord one thousand seven hundred and seventy.

John Cartier
Richard Barwell etc.

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DN 20

Letter, dated the 1st of February, 1771, to Samuel Middleton from Col. Champion.

To On the Service

Samuel Middleton Esqr., Chief, and the Comptrolling Council and Revenue at Moorshedabad

Gentlemen,

I have (in consequence of an order received from the Select Committee to march with my Brigade to Dinapore immediately) addressed Mr. Harwood for such supplies of draft and carriage cattle, as we were in want of. His answer to me was that he could give me no assistance, as all the cattle within his district were insufficient to till the lands, and that I must apply to those who were better capable of affording the necessary assistance. Any delay on this occasion may be attended with bad consequences. I therefore think it my duty to make known my situation, and to acquaint you that I have addressed Mr. Ducarel on this subject. The cattle we want must be good of the kind, particularly tall cattle.

The third Brigade has been many days encamped at Pulwara, but for want of cattle they have not been able to move, therefore there can be little dependence from that quarter.

I am,
Gentlemen
With the utmost respect
Your most obedient H'ble Serv.
Champion

Monghyr
February 1st 1771

DN 21

Letter, dated the 28th of April, 1772, to the President and Comptrolling Committee of Revenue at Fort William from Samuel Middleton and George Hurst.

To

The Hon'ble President and Comptrolling Committee of Revenue at Fort William

Hon'ble Sir & Sirs,

Our chief has this day acquainted us that on the 26 instant he received an order from the Hon'ble the President for seizing the

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persons of the Naib Duan Mahomed Reza Cawn and his Duan Maharajah Amreet Sing and conveying them to the Presidency under a guard, a(nd) t(h)at in consequence thereof, these persons were yesterday arrested and proceeded on their journey to the Presidency under an escort of sepoys conducted by an European officer.

We have the satisfaction to acquaint you that this event has not caused the least disturbance in the city, and we flatter ourselves it will not be attended with any interruption or prejudice to the business of the collections.

We are with respect
Hon'ble Sir and Sirs
Your most obedient humble servants
Samuel Middleton
George Hurst

Moorshedabad
28th April 1772

DN 22

Letter, dated the 4th of June, 1772, containing draft of the Board's instructions to Warren Hastings, President, and Gentlemen of the Deputation.

To

The Hon'ble Warren Hastings Esqr., President and Gentlemen of the Deputation for making the new year's settlement in certain Districts of the Bengal Soubahdarry.

Hon'ble Sir & Sirs,

Having thought it necessary to form you into a Committee to make a circuit of the Districts to the eastward of the Ganges for the purpose of effecting the settlement of the revenues by farming out the lands for a term of five years you will be pleased with all suitable expedition to proceed in the route which may be most convenient to you and at the Sudder Cutchery of each district to enter upon the business assigned to you in conformity to the regulations that have been prescribed upon this occasion a copy of which is enclosed and to take such measures in consequence for making the settlement as shall appear to be the best calculated for the permanent interest of the country and of our employers.

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You will on y(our) arrival at the city take such preparatory measures as shall be needful for the new arrangement of the business of the Calsa and the change which has been ordered to take place in the Diwanny as well as respecting the appointment of a Naib for conducting the business of the Nizamat and the regulation of the Nabob's household. On these points we request you will give us the fullest information that can be collected from the lights you may be able to obtain at the city to lead to a final determination. We desire you will at the same time take the opportunity of enquiring upon the spot into the present state of the silk investment at the Aurangs under the Factory of Cossimbazar and make such general regulations respecting this important branch as you may see necessary for reducing the price of this commodity, increasing the produce and extending the new mode of winding under the several Superintendents that no means may be unemployed to accomplish an object which the Company have so much at heart and from which such considerable advantages are to be expected—

Fort William
4th June 1772

We are Hon'ble Sir and Sirs
Your most obedient Servants

1772 Revenue
Draft of the Board's
Instructions to the President and
Members of the Deputation Committee.
The 4th June

DN 23

Minute, dated the 14th of May, 1772, by Warren Hastings.

It has already been resolved in consultation of the 16 . . . to let the lands of the Province in farm, and for long leases: and this resolution has been communicated to the Court of Directors in the last general letter. This therefore being the ground work of our deliberations in the general measures which are to be taken for the future settlement of the collections, it may not seem improper in this place to assign the reasons which have induced us to form these resolutions.

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There is no doubt that the mode of letting the lands in farm is in every respect the most eligible. It is most simple, and therefore best adapted to a Government constituted like that of the Company which cannot enter into the detail and minutia of the collections. Any mode of agency by which rents might be received is liable to incertainty, to perplexed and inextricable accounts, to an infinity of little balance, and to embezzlements. In a word both the interest of the State and the property of the people must be at the mercy of the agents. Nor is it an object of trivial consideration that the business of the service, already so great that much of it is unavoidably neglected, would be thereby rendered so voluminous, and the attention of the Board so divided, that nothing would be duly attended to. The current affairs would fall into irrecoverable arrears, if resolutions upon them be precipitate and desultory, the authority of the Govt. set at nought, the powers which it must necessarily delegate to others would be abused; and the most pernicious consequences ensue from the impossibility of finding time to examine and correct them. That such would be the case we wish confidence affirm, since we already experienced the existence of these evils in past, from the great increase of affairs which has devolved to the charge of the Government, and the want of a reduced system, no less than from a want of immediate inspection and execution. This is a point well worth the attention of the Board in every proposition that may come before them, as it essentially affects the constitution and general interests of the Company.

To let the lands for long leases is a necessary consequence of letting them. The farmer who holds his farm for one year only, having no interest in the next, takes what he can with the hand of rigor, which even in the exaction of legal claims is often equivalent to violence. He is under the necessity of being rigid, and even cruel; for what is left in arrear after the expiration of his power is at best a doubtful debt, if ever recoverable. He will be tempted to exceed the bounds of right and to augment his income by irregular exactions, and by racking the tenants, for which pretences will not be wanting where the farms pass annually from one hand to another. What should hinder him? He has nothing to lose by the desertion of the inhabit or the decay of cultivation. Some of the richest articles of tillage require a length of time to come to perfection. The ground must be manured, banked, watered, ploughed and sowed or planted. These

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operations are begun in one season, and cost a heavy expense which is to be repaid by the crops of the succeeding year. What farmers will give either encouragement or assistance to a culture of which another is to reap the fruits?

The discouragements which the tenants feel from being transferred every year to new landlords are a great objection to such short leases. They contribute to injure the cultivation and dispeople the lands. They deprive the industrious Reiat of those aids, known by the appellation of Tuccaubee, so essentially necessary to enable him to purchase seed and utensils of husbandry, which a more permanent farmer will ever find it his interest to supply as a means of promoting an increased cultivation: and they of course prove an insurmountable obstacle to bringing into an arable state the immense tracts of waste land which overspread this fertile country.

The defects of short leases point out as a necessary consequence the opposite advantages of long farms. From these the farmer acquires a permanent interest in his land. He will for his own sake lay out money in assisting his tenants in improving lands already cultivated, and in clearing and cultivating waste lands. He will not dare to injure the rents, nor encroach in one year on the profits of the next, because the future loss which must ensue from such a proceeding will be his own. The tenants will grow familiarized to his authority, and a mutual attachment is at least more likely to proceed from a long intercourse between them, especially when their interests are mutually blended, than from a new and transitory connexion which is ready to expire before it can grow into acquaintance.

Such are the arguments which have occurred to me in support of the two points on which we have already determined namely to dispose of the lands to farm, and on long leases. We are happy to reflect that the commands of our Hon'ble Masters in many of their late general letters, but especially wrongly inculcate the same opinion.

The Board now proceed to the final consideration of the measures requisite for the settlement of the collections, and are agreed on the following resolutions.

14th May 1772
Minute regarding the new settlements

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DN 24

Letter, dated the 17th of August, 1772, to Samuel Middleton from Warren Hastings.

To

Samuel Middleton, Esqr.,
Chief and Council of Revenue at Moorshedabad

Gentlemen,

Having judged it expedient to remove the Khalsa and offices of the Diwannee from Moorshedabad to Calcutta in consequence of the commands of the Hon'ble Company and the inutility of continuing the Revenue Establishment at Muxadabad without any charge being duly considered, we this day come to the resolution of recalling the gentlemen of your Board to the Presidency and of dissolving the appointment we made for managing the business of the collections at the city. On receipt of this you will therefore consider yourselves no longer a Board of Revenue, but finally close your Proceedings, collect together your records and convey them in the safest manner to us.

Fort William
The 17th August 1772

We are,
Gentlemen,
Your Humble Servants
Warren Hastings
Samuel Middleton
W. Aldersey
Thomas Sane
Rich. Barwell
James Harris
James Lawrence
W. Graham etc.

DN 25

Letter, dated the 24th of November, 1772, to Warren Hastings and others from John Stuart and George Bogle.

To

The Hon'ble Warren Hastings Esqr., President, and Gentlemen of the Council of Revenue

Gentlemen,

The extraordinary cheapness of grain in the Districts of

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Purnea and Denagepoor and the inconveniences, which thence arise in the collection of the revenues, have suggested to us a plan of purchase which at the same time that it accommodates Government offers a prospect of reasonable profit to ourselves.

Should the prices continue low we propose purchasing grain in those countries to be transported here if we are favoured by the Hon'ble Board in the manner following.

We request that you would be pleased to give directions to the collectors and Dewans of those Districts to receive from the farmers the receipts of our Agents in payment of their Kists at the Cutcherry which these Agents will afterwards take up giving drafts upon us in Calcutta for the amount. By this means the collections will be facilitated, as the Ryots will find sale for the produce of their lands, the remittances will be made to Calcutta without any expense or hazard of transporting to Government, and we shall find our advantage in saving the risque and charge of sending cash thither besides avoiding an advance, which might turn out to certain loss in case the market should alter so as to render the purchase unadvisable and oblige us to bring back the money.

We have the honor to be Gentlemen,
Your most obedient humble servant,
John Stewart
George Bogle

Calcutta
The 24th November 1772

DN 26

Letter, dated the 23rd of April 1773, to M. Charles Bentley from the Council of Revenue at Fort William, signed by Warren Hastings and others.

Circular

To
M. Charles Bentley,
Collector of Chittagong

Sir,

We have for sometime past had under our deliberation the scheme of establishing a General Bank in Bengal, and being persuaded that the measure will prove of the greatest utility and convenience not only to the Company in drawing the receipts of their Revenue from the out districts to the Presidency, but also to private merchants in making their advances to the

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Aurungs and otherwise in facilitating and rendering secure the course and circulation of their trade. We have determined to adopt it. You will therefore receive herewith a copy of our Regulations, and of the table of Batta and Exchange, to all of which we enjoin your strictest attention and conformity. The persons, who have been chosen manager of the Bank, are Boulboo Hazzoorimull and Roy Dalchand and their names, as here expressed, are the Firm of their House. When they depute an Agent to your station you will receive our advice of it, and we require and expect that you afford them protection and support and all reasonable assistance, not only in the beginning towards fixing and opening their House or Factory, but also at future period in carrying on their business.

You will observe from the Table of Ra(tes) . . . Batta whatever is chargeable on sicca, and to this circumstance we think it proper to direct your particular attention, as we are invariably determined to support the Regulations which were adopted in 1771 respecting the coinage, and to enforce the currency of the sicca rupee beginning with those of the 11th Sun(?), free from Batta, discount or deductions of any kind.

In many of the districts a collection is made under the Heads of Wuzun, and Kifayot Kum Wuzun. The Regula(tions) of the Bank are not meant to affect this Col(lection) which is in fact an Article of Revenue, which (the Zamin)dars and Farmers engage to pay along with . . . and either is or ought to be consolidated with and in general to prevent misconceptions of our Orders. We think it necessary to declare that . . . of the Bank are to regulate the Zamindars and Far(mers) payments with the Sadder, and the collectors, . . . ments with the Agent of the Bank according to the Tables but not to make any alteration in the Reports payments to the Zamindars and Farmers.

Neither are present Regulations intended to affect the privilege already granted to . . . Zamindars and Farmers, of paying their rent . . . Calcutta, unless upon their application it should hereafter be withdrawn in which case you will be duly allowed.

Should there be any species of rupee, not mentioned in the Table, current in your Districts, we desire you will subjoin them, and adjust the Batta with the Agent of the Bank on the most equitable footing, transmitting as advice thereof for our confirmation. From this order however we accept the rupees,

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called Wussullee and Darsook the receipt of which have long been prohibited at the public Treasury.

We are
Sir
Your humble servants
Warren Hastings
W. Aldersey
P. M. Danes
Thomas Sane
Richard Barwell
James Samuell
M. Gordwin
J. Graham
W. Lambert
George Vansittart

Fort William
the 23rd April 1773

Rates of Exchange agreed to be allowed to Bank for making the remittances from the different Districts calculated according to the best information obtainable of the expense and risque and allowing for the charges of the Agents of the Bank in the Districts

Houghly	...	2 days journey from Calcutta @ 2 annas Off day is	$\frac{1}{4}$ off cent
Nudea	...	4 days ,, ,,	$\frac{1}{2}$ off cent
Jessore, Burdwan	...	5 days ,, ,,	$\frac{5}{9}$ off cent
Midnapoor	...	6 days ,, ,,	$\frac{3}{4}$ off cent
Beerbhoom, Bissenpoor, Moorshidabad		8 days ,, ,,	1 off cent
Pasheal(?)	...	10 days ,, ,,	$1\frac{1}{4}$ off cent
(Dac)ca Rajemahal	...	12 days ,, ,,	$1\frac{1}{2}$ off cent
Dinagepoor, Purnea	...	16 days ,, ,,	2 off cent
Rungpoor, Boglepoor	...	18 days ,, ,,	$2\frac{1}{4}$ off cent

A true copy

(cover)

Rates of Exchange allowed to the Bank for making remittances.

Enclosed in a letter of the 23rd April 1773 from the Council of Revenue at Fort William.

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DN 27

Indictment of Maharaja Nanda Kumar, dated June 7th, 1775, with an interlinear English translation.

A portion of the interlinear English translation

To wit. The Jurors for our Lord (the King upon their oath do present that Maha) Rajah Nundocomar Bahadur, late inhabitant of the town of Calcutta, and a person subject to the jurisdiction of the Supreme Court of Judicature at Fort William in Bengal after the 29th day of June, in the year of our Lord one thousand ..... twenty nine, to wit on the fifteenth day of January, one thousand seven hundred and seventy in the tenth year of our Sovereign Lord George the Third, King of Great Britain, at the town of Calcutta aforesaid, with force and arms feloniously did falsely make, forge, and counterfeit, and did cause and procure to be falsely made, forged, and counterfeited a certain bond in the Persian language purporting to be sealed by one Ballakey Doss with the seal or chap of him, the said Ballakey Doss, the tenor of which bond is as follows—(persian text) with an intent to defraud the said Ballakey Doss of the sum of fortyeight thousand and twentyone sicca rupees principal, and of four annas on each rupee of the said principal sum as premium or profit on the said principal sum aginst the form of the statute in that case made and provided and against the peace of our said Lord the King, his Crown and dignity.

.....

counterfeited a bond in the Persian language purporting to be sealed by one Ballakey Doss (then deceased) in his life time, with the seal or chap of him the said Ballakey Doss, the tenor of which is as follows—(Persian text)—with an intent to defraud Ganga Kissen and Pud Mohun Doss, executor of the last will and testament of the said Ballakey Doss, executor of the last will with an intent to defraud Ganga Kissen and Hengoo Laul, the two nephews and trustees named in the last will and testament of Ballakey Doss deceased, of the sum of[1].....

Fort William, Bengal,
Forgery,
June 1775

W. M. Beckwith,
Clerk of the Indictment

[1] Full text of the document has not been published as there are innumerable repetitions of the same matter.

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DN 28

Letter, dated the 9th of December, 1776, to Richard Sumner from Philip Francis.

Fort William, 9th December, 1776.

To

Richard Sumner, Esqr.,

Sir,

My objections to the resolution of the 3rd instant have been already stated at large. The ground, however, on which I rest my refusal to sign the proposed letter to the Provincial Council, is this.—

The Law expressly vests the ordering, management and Government of the territorial acquisitions and revenues in the Governor-General and Council. This is a joint Trust therefore, which I cannot lawfully alienate or surrender otherwise than by resigning my place in the Council, to which I apprehend such alienation or surrender would in Law be deemed equivalent. Under the Governor-General and Council and subject to our orders the Provincial Councils are, in the next degree, intrusted with similar powers in their respective Districts. Now the proposed letter directs these Councils to employ their authority in every instance in which it may be necessary to enforce official orders issued by the Governor-General alone. The extent and quality of such official orders are not defined, nor, if they were, is there any security on the face of the order that it may not in effect be applied to the uniting in the Governor-General those powers over the territorial acquisitions and revenues, which by Law are jointly vested in the Governor-General and Council.

I am,
Sir,
Your most obedient humble servant,
P. Francis

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DN 29

Letter, dated the 20th of June, 1777, to Warren Hastings from J. Clavering.

Fort William, 20 June, 1777

Sir,

In consequence of the letter from the Hon'ble Court of Directors under date the 30th October 1776 received and read yesterday in Council by which this Government is informed that Warren Hastings Esqr. had resigned the office of Governor General of Bengal, that the Hon'ble Court of Directors had accepted such resignation, and that the vacancy thereby created in the Council had been filled up by the appointment of Edward Wheler Esqr., ... and appointed by the Court of Directors and approved of by His Majesty in the manner and according to the forms prescribed by Law: and another letter, dated the 15th of November, 1776, from Mr. Peter Michele, Secretary to the Hon'ble Court of Directors, having also been received, and read yesterday in Council, in which an attested copy is transmitted of the Instrument under His Majesty's sign manual bearing date the 26 day of October 1776 by which His Majesty consents to, and approves of the above mentioned nomination, and appointment of Edward Wheler Esqr. to the place and office of one of the Councillors of the Governor-General and Council, avoided by my promotion to the place and office of Governor-General. I am, Sir, in virtue of the right and authority now by Law vested in me, to require that you will be pleased to surrender to me the keys of Fort William and of the Company's Treasuries, now in your possession.

I shall be at the Council House at twelve O'Clock th ..... day where I understand it has been usual for the former Governors of this Presidency to surrender the keys to their successors; but if it should not be agreeable to you to meet me there, I leave it to your option to take any other suitable method of complying with this requisition that you may prefer provided that it be done in the course of the present day.

I have the Honor to be,
Sir,
Your most obedient and most
humble Servant,
J. Clavering

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DN 30

Letter, dated the 20th of June, 1777, to Sir Elijah Impey from Warren Hastings.

To

The Hon'ble Sir Elijah Impey Knight,
Chief Justice

Sir,

Some extraordinary pretensions having been urged by General Clavering to the office of Governor-General which has rendered it necessary for me and the majority of my Council regularly assembled to address the accompanying cautionary letter to Col. Morgan I request the favour of you to assemble the Judges of the Supreme Court to assist with your advice and authority on this very important and alarming occasion.

I have the Honor to be,
Sir,
Warren Hastings.

Fort William
20 June 1777

DN 31

Letter, dated the 20th of June, 1777, to Warren Hastings and members of the Council from Elijah Impey and others.

To

The Honourable Warren Hastings, Esquire,
Governor-General and Members of the Council

Hon'ble Sir and Sirs,

In consequence of your formal requisition to assist you with our advice concerning the office of Governor-General, of Mr. Hastings's public declaration at your Revenue Board, where you desired us to assemble, that if we were of opinion that he had vacated the said office, he would acquiesce in it, and retire to the station of a private man, and General Clavering and Mr. Francis having in a letter which we received this evening about seven o'clock, recited such act as they had this day done, and

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having laid before us the several papers entitled as follows—No. 1, copy of the Postscript of a general letter from the court of directors dated the 30th October 1776—No. 2, Mr. Maclean's letter to the court of directors dated the 10th of October 1776—No. 3, a Memorial and Petition to his Majesty—No. 4, Lord Viscount Weymouth's letter to the court of directors dated 26th of October 1776—No. 5, a commission to Edward Wheler Esquire as one of the Council at Fort William in Bengal—No. 6, His Majesty's approval of M. Wheler as one of the Council in Bengal—No. 7 a copy of a letter from Mr. Hastings and Mr. Barwell to General Clavering ..... upon mature consideration of the papers submitted to us, we unanimously, clearly and decidedly are of opinion, that the place and office of Governor-General of this Presidency has not yet been vacated by Mr. Hastings and that the actual assumption of the Government by the Member of the Council next in succession to Mr. Hastings, in consequence of any deduction which can be made from the papers communicated to us, would be absolutely illegal, for the following reasons.

1st. Because the office of Governor-General was conferred on Mr. Hastings by Act of Parliament, and according to the tenor of that Act, can only be vacated by death, removal or resignation. That Mr. Hastings is not dead is a notorious fact. No intention is manifested, or act done by the directors in the least tending to his removal, and we are firmly of opinion that he hath not actually resigned.

2nd. Colonel Maclean's letter, the only instrument by which Mr. Hastings can by any one be conceived to have relinquished his office, is in fact no resignation, but a notification of the Governor-General's desire to resign. His words are speaking of Mr. Hastings, "he has authorized, empowered and directed me to signify to you *his desire to resign* his office of Governor-General of Bengal and to request your nomination of a successor to the vacancy which *will* be thereby occasioned in the Supreme Council". He neither asserts himself to be authorized, nor does he take upon him in fact to make an actual resignation. He only intimates an intention of the Governor which is to take place in future. He does not request a nomination of a successor to a vacancy which he had by his letter effected, but to that which would in future be occasioned by Mr. Hastings's carrying his intent into execution and actually resigning.

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3rd. The directors by the postscript to their general letter do not treat the act of Mr. Maclean as the resignation of Mr. Hastings. They recite it only as a signification of Mr. Hastings's *desire* to resign; nor do they consider a vacancy as at that time existing in the Council. Their words are that they "did nominate and appoint Edward Wheler Esquire to succeed to the office in the Council of Fort William in Bengal—which would become vacant (not which is, or hath become vacant) by the resignation of Mr. Hastings", which in another part of the same postscript they say they have unanimously resolved to accept, intending thereby to accept it when it should be made.

4th. That this, and no other, could be their intention, is evinced, beyond the possibility of a doubt, by their Memorial and Petition to the King, in which they intimate to his Majesty that Mr. Hastings has caused notice to be given to them *of his desire* to resign, not of his resignation—so far were they from esteeming it an actual resignation that in the very next sentence they expressly call it a proposed resignation. Their words are these, "taking the said proposed resignation into consideration, they have nominated and appointed Edward Wheler Esquire to succeed to the said office in the said council *which will become vacant by the said resignation*"—the words which immediately follow "if such nomination shall be approved of by your Majesty" must be referred to the nomination and appointment which they say they have made. To the validity of such nomination and appointment the King's approbation is required by Law, but cannot possibly relate to the intended resignation in which it could have no effect. Without his Majesty's consent, the directors could not effectually appoint, but without his Majesty's consent Mr. Hastings could resign. This construction does not depend upon the recital alone. The very prayer of the petition is that they may appoint in succession to an office *which is to become vacant in future*, by the resignation of Mr. Hastings, and proves that we have rightly applied the words "if such nomination shall be approved of by Your Majesty". The words of the Prayer are these "Your petitioners therefore most humbly pray that your Majesty will be pleased to signify such consent by your Majesty's sign manual, as by the said Act required, that the said Edward Wheler may be appointed to succeed to this office *"which will become vacant* in the said Council, by the aforesaid resignation of the said Warren Hastings".

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5th. That Mr. Wheler was not appointed to a vacancy then actually made was certainly understood—by his Majesty's Secretary of State, as well as by the court of directors. He likewise calls it a succession to an office which will become vacant and recognizes Mr. Hastings as *Governor-General* at a time subsequent to the supposed resignation. His words are, "The King is graciously pleased to approve of your nomination of Edward Wheler Esquire to succeed to the office which *will become vacant* in the Council of the Presidency of Fort William in Bengal, in consequence of the resignation of *Warren Hastings Esquire, Governor-General.*

6th. The commission to Mr. Wheler is not framed with any idea of his being appointed to an office then actually vacant. That instrument likewise recites simply the *desire*; not the resignation of Mr. Hastings. That resignation and its consequences are plainly considered as future events. Mr. Wheler's exercise of his functions and receipt of his salary are not to commence from the date of the instrument, from the delivery of M. Maclean's letter to the directors from the notification thereof in Bengal, or from Mr. Wheler's arrival at Calcutta, but from that future time when the office of one of the council of his Presidency shall become vacant by Mr. Hastings's resignation. The respective succession of General Clavering to the office of Governor-General, and of Col. Monson, Mr. Barwell and Mr. Francis to become the three senior Members of the Council, are not considered as having actually taken place, but as future consequences of a future resignation. In speaking of the appointment of Mr. Wheler their words are these "Now know ye that we considering it to be expedient that the office of the said council, *which will become vacant by the aforesaid resignation of the said Warren Hastings,* should be filled up and supplied as soon as may be and reposing especial Trust and confidence in the fidelity, prudence, justice and circumspection of Mr. Edward Wheler, have nominated and appointed and by these presents do (pursuant to the power vested in us as Directors in and by the said recited Act of Parliament) nominate and appoint the said Edward Wheler to be one of the Council of the said Presidency of Fort William in Bengal to take upon him, hold and enjoy the said office, with the salary thereto belonging *from and immediately after the said office of one of the council of the said Presidency of Bengal shall become vacant by the said resig-*

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nation of the said Warren Hastings". They recite the succession necessarily consequent on the resignation which they invariably consider as an act not done but to be done in the following words—"And whereas upon such resignation of the said Warren Hastings as afore(mentioned) the said John Clavering, according to the direction of the said recited Act of Parliament, *will succeed* to the said office of Governor-General, and the said George Monson, Richard Barwell and Philip Francis will *thereupon* become the three senior Members of the said Council". It is true, that in his Majesty's approbation of this appointment this expression is used—the "Place and office of one of the counsellers and is said to be avoided"; but this is no averment of the fact, which a comparison of all the papers before us proves not to have existed and had such a fact been erroneously averred, the misrepresentation thereof to his Majesty would not in law have vacated the office. Even letters Patent under the Great Seal are void, while, by a false recital of facts His Majesty has been deceived in his grant. His Majesty's sign manual could only be meant to give, and could only give, a sanction to such appointment of Mr. Wheler as the Directors had actually made, and that appears to us to be only a provisional nomination to an office which is to be enjoyed on a future contingency.

7th. The consideration of this instrument under the sign manual, naturally leads us to a remark in the notion, if any such notion can have been conceived, that the office in question is vacant by removal. It most clearly proves that His Majesty neither consented to nor had in contemplation any idea of a removal. Of this we have not the smallest doubt. It recites that the office *is said to be avoided*. To the idea of removal from an office it is necessary that the person to be removed should be in possession of it and His Majesty's consent to the appointment of Mr. Wheler contains a contrary though erroneous supposition, that Mr. Hastings was not in possession.

8th. Besides the papers laid before us by General Clavering and Mr. Francis you have been pleased to communicate to us the Minutes of your Proceedings at a Revenue Board assembled this morning, and also a copy of a deed under the Seal of the Company dated on the 25th of March 1774 whereby they confer on Mr. Hastings the command of the Fort and Garrisons of Fort William and of all forces employed in the town of Calcutta. Of the Revenue Board it is almost unnecessary to say that the

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Proceedings of this morning must be legal if our opinion concerning the Governor-General's right of possession be not erroneous. The military commission there would be no occasion to mention if it were not for an additional argument which it affords to shew that the court of Directors could not have considered Mr. Hastings as out of office, and General Clavering as then in possession of the Government. For since the Presidents of Fort William formerly and the present Governor-General have constantly and uniformly received some military commissions at their appointments or successions to their respective offices, and since the military command conferred on Genl. Clavering by the East India Company in the year 1774, must have been supposed by the court of directors to have devolved on Colonel Monson, if they had considered General Clavering as then promoted to the office of the Governor-General, it is reasonable to believe that, if no such commission has been sent to Genl. Clavering, it was omitted only because he was not supposed to be Governor, and no such commission has been communicated to us by the General.

9th. Another argument which strikes us most forcibly is that the court of directors, aided as they are by the best legal advice, must have known that if Mr. Hastings had, in October last, vacated his office of Governor-General, he would have had no legal voice in the council here, and that every act done by the Governor-General and Council from that time to the present to which he was a party, might be illegal, is at least highly questionable. As the court of directors must have supposed him acting in council all that time, we cannot believe that they would have accepted a resignation to take place from the delivery of Mr. Maclean's letter, which might involve both the property of many individuals and their own affairs in the utmost confusion.

We have given the papers and subject a consideration which has taken up several hours, wishing to deliver such an opinion as from the reasoning of it, not from its authority, might claim weight sufficient to prevent the fatal consequences of a divided Government; but we do assure you that none of the time hath been taken up by settling a difference in opinion. There is not one point in which, from the first to the last, we have not entirely concurred. We transmit it, in strong hopes that it may have that effect the consideration of which would only have led us to deliver any opinion at all and most ardently praying to God

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that it may avert the mischiefs which seem to impend over the East India Company and the country.

We have the honour to be
Hon'ble Sir and Sirs,
Your most obedient and
very humble servants,
E. Impey
Robert Chambers
John Hyde
S. C. Lemaistre

Fort William
the 20th day of June, 1777

(Cover)
Judges Letter

DN 32

Letter, dated the 21st of June, 1777, to Warren Hastings from J. Clavering and Philip Francis.

To
The Hon'ble Warren Hastings, Esqr.

Sir,

You are already apprised of your intentions to address a letter to the Judges of the Supreme Court of Judicature on the subject of the Despatches received on Thursday last from the Hon'ble Court of Directors. A copy of the letter is in the hands of the Secretary, who will lay it before you.

We have this morning received an answer from the Judges of the contents of which we take for granted you are duly apprised by themselves.

We have now the honour to enclose to you a copy of our reply to the Judges that you might have the earliest information of our intention to acquiesce in their opinion on the subject of our appeal to their judgment and authority.

We have the honour to be,
Sir,
Your most obedient humble servants,
J. Clavering
P. Francis

Calcutta
21st June, 1777

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DN 33

Letter, dated the 4th of March, 1776, to Charles Goring from Warren Hastings and Council.

To

Mr. Charles Goring,
President and Members of Calcutta Committee
of Revenue

Gentlemen,

We wrote to you on the 16th of October last for a list of the French factories or residencies in the districts under your charge but not having yet received any answer to that letter we find it necessary to repeat our injunctions. We wish to ascertain the number of French Flags hoisted in the different parts of the country, their situation, the names of the European residents or native gomastahs stationed at them, the number of Sepoys in the service of each and the length of time that such factories or residencies under French colours have been established. You will therefore cause the most particular enquiry to be made into these circumstances and report the same to us without delay.

We are,
Gentlemen,
Your most obedient Servants,
Warren Hastings
J. Clavering
Geo: Monson
Richard Barwell
P. Francis.

Fort William
the 4th March 1776

DN 34

Letter, dated the 26th of December, 1780, to David Anderson from Warren Hastings.

Mr. David Anderson,
President and Members of the Calcutta Committee
of Revenue

Gentlemen,

Having thought proper to determine that all the lower class of French men who shall be found within the Province be seized

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and made prisoners, we direct that you carry this order into immediate execution in the Division under your superintendence. Those of the better class are required to leave the Province by whatever means they can on or before the 31st of January by sea, on pain of being made prisoners and kept in close custody should they be found in any part of the Province.

We are,
Gentlemen,
Your most obedient humble Servants,
Warren Hastings
Edward Wheler

Fort William
26th December 1780

DN 35

Letter, dated the 17th of May, 1779, to Warren Hastings from Augustus Cleveland.

To

The Hon'ble Warren Hastings,
Governor-General and Council of Revenue
at Fort William

Hon'ble Sir and Sirs,

Accompanying I have the honor to transmit the following accounts of the Districts of Rajemahal and Bog(lepore).

No. 1. Treasury Account and Charges collect(ions), General and Zemindary of the zeelah of Rajemahal for Bysack 1186.

No. 2. An Account Demand and Balance of the Province of Boglepore for Bysack 1186. No. 3—Treasury Account and Charges collections, General and zemindary of the Province of Boglepore for Bysack 1186. No. 4—Price current of grain and salt in the different markets for Bysack 1186.

In the charges General of the zeelah of Rajemahal for this month there is an additional charge of Rs 837-7 being the amount disbursed for presents and feasts to the several tribes of hill people agreeable to your orders to Captain Browne of the 27th January and 10th March 1778. And I have the pleasure to acquaint the Board that no less than twentynine Mangeys or

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Chiefs of the hills, who never before submitted have come down and taken the usual oath of allegiance to Government.

I am with the greatest respect,
Hon'ble Sir and Sirs,
Your most obedient humble servant,
Aug. Cleveland

Rajemahal
17 May 1779

DN 36

Treaty between Warren Hastings and Nawab Shuja-ud Daulah, dated the 7th of September, 1773.

The Vizier of the Empire Asuph Jah Shuja-ul-Mulck, the Nabob Shuja-ul Dowlah, Aboo-ul Munsoor Cawn Behauder, Sifdar Jung, Sippah Salah, on the one part and Warren Hastings Esquire, President of the Council, Governor of Fort William and Commander-in-Chief of the forces of the English Company in the Provinces of Bengal, Bahar and Orissa, for and in the name of the English Company on the other part,—

Do agree on the following Articles—

Whereas in the Treaty concluded at Allahabad on the 16th of August, 1765, between the Vizier and the Company it is expressed that the Districts of Corah and Allahabad were given to His Majesty for his expenses, and whereas His Majesty has abandoned the possession of the aforesaid Districts, and given a Sunnud for Corah and Currah to the Mahrattas to the great prejudice of the interests both of the Vizier and of the English Company, and contrary to the meaning of the said Treaty, and hath thereby forfeited his right to the said Districts, which hath reverted to the Company from whom he received it; it is therefore agreed that the aforesaid Districts shall be put into the possession of the Vizier on the following conditions, and that in the same manner as the Province of Oudh and the dominions of the Vizier are possessed by him so shall he possess Corah and Currah, and Allahabad for ever. He shall by no means, and under no pretence be liable to any obstructions in the aforesaid countries from the Company and the English chiefs and exclusive of the money now stipulated no mention or requisition shall by any means be made to him for any thing else on this account. This

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agreement shall be observed by all the English chiefs, Gentlemen of the Council and by the Company, nor shall it ever be broken or deviated from.

Conditions *viz.*, he shall pay to the Company—

Rupees 50,00,000 . . . according to the currency of the Province of Oudh as follows, *viz.*,

In ready money (Sicca rupees)	...	20,00,000
In 2 years after the date hereof *viz.*,		
The 1st year	...	15,00,000
The 2nd year	...	15,00,000
		30,00,000
Sicca rupees	...	50,00,000

2nd. To prevent any disputes arising concerning the payments which shall be made by the Vizier for the expenses of the Company's troops which may march to his assistance.

It is agreed that the expense of a Brigade shall be computed at two lakhs ten thousand (2,10,000) sicca rupees per month according to the currency of the Province of Oude. By a Brigade is meant as follows *viz*,.—

2 Battalions of Europeans
6 Battalions of Sepoys
1 Company of Artillery

The expenses of the said troops shall be defrayed by the Vizier from the time that they shall have passed the borders of his dominions till they return within the borders of the Province of Bahar, and exclusive of the above mentioned sum, no more shall, on any account be demanded from him.

Should the Company and the English chiefs have occasion to send for the troops of the Vizier, the Company and the English chiefs shall also pay their expenses in the like manner.

Warren Hastings

Signed, Sealed and solemnly
sworn to by the contracting parties at
Benares the 7th day of September in the
year of our Lord 1773 in the presence
of us
Sd. John Stewart
William Red-fearn

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DN 37

Treaty between Warren Hastings and Members of the Supreme Council and Nawab Asaf-ud Daulah, dated the 21st of May, 1775.

Articles of Treaty of Alliance concluded between the English Company and the Nawab Asaf-ul Dowlah.

The Honorable Warren Hastings Esqr. Governor General and Members of the Supreme Council, Fort William, for and in the name of the English East India Company on the one part and the Nabob Asaf-ul Dowla Icayaa Rayud Cawn Behauder Hozebbur Jung on the other part, agree to the following articles—

First. That universal peace, firm friendship and perfect union shall for ever be established between the English East India Company and the Nabob Asaf-ul Dowla. The contracting powers with a view of maintaining this reciprocal friendship in the future shall not for any cause or under any pretence encourage the reiats, and the inhabitants of their Subahs in committing hostilities and disturbances, and every thing shall be avoided by the said Powers, which might occasion them. Their friends and enemies are mutual; and any person, who shall run away and take rufuge in the country of one of the said parties, shall be given up to the other, and no assistance afforded him.

Second. The aforesaid Nabob engages never to entertain or receive in his dominions Cossim Ally Cawn, the former Subahdar of Bengal, and Sumro, the murderer of the English; even in the case of his getting them into his hands, he will, out of friendship, make them prisoners and deliver them up to the English Company. He also engages not for any cause or under any pretence to entertain Europeans of any nation in his service without the consent of the English Company. That he will prevent, oppose and send back such as offer to come into, pass through, or remain or shall now be in the dominions without the Perwanah of the English Company. The Europeans of every nation in the service of the said Nabob are hereby dismissed, and now and in future he engages never to entertain the said Europeans and to deliver up to the English Company such of their servants who have deserted or may desert in case of his apprehending them.

Third. If the King should write anything relative to the

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affairs of the Nabob Asaf-ul Dowlah to the English Sirdars, they will attend to the satisfaction, advantage and inclination of the said Nabob, and not consent to what the King may say or write. In like manner if the King should write to the Nabob Asaf-ul Dowlah relative to the affairs of the English Sirdars, he will attend to their satisfaction, advantage and inclination, and not consent to what he may say or write.

Fourth. The countries of Corah and Allahabad shall always and for ever remain in the possession of the Nabob Asaf-ul Dowlah on the same footing as the Subah of Oudh, and they shall on no account in the future be disturbed by the English, nor will they ever request a Dam or Derrum or anything from the said countries. The English Sirdars engage to defend the Subah of Oudh at all times and Corah and Allahabad, until the pleasure of the Court of Directors shall be known.

Fifth. The said Nabob for the defence of his country, as above specified, declares that he has given up of his own free will and accord unto the English Company all the Districts dependent on Rajah Chyte Sing together with the land and water duties, and the sovereignty of the said Districts in perpetuity. That the English Company shall after one month and a half from the date of this Treaty take upon them the sovereignty and possession of the Districts under Raja Chyte Sing, as herein under specified *viz.*,—

Sirkar Benares	...	The Districts of Juanpore
Sirkar Chunara	...	Bijehpore Bahdoee
Suktiergur	...	Mullboss Kowss
The Sirkar Gauezpore		

The Pergunnah of Seekunderpore, Jereed, Toppa, Surchchur etc., Shaay, Abad as formerly, the Mint and Cutwally of Benares.

Sixth. The Nabob Asaf-ul Dowlah, for the aid and assistance of the English troops when stationed with him, shall pay monthly from the date of this Treaty for the charges of a brigade the sum of two lacks sixty thousand Oudh Sicca rupees of the 16th year agreeable to the present currency. If in future this currency should be abolished, the decrease or increase of Batta shall be mutually given and received by the parties. The particulars of a Brigade are *viz.*, two battalions or one Regiment of Europeans, one Company of Artillery and six Battalions of Sepoys.

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The aforesaid Nabob shall whenever the English troops pass the boundaries of the Company's Province at his request pay the stipulated sum monthly from that time until their return to the above mentioned boundaries.

Seventh. If the aforesaid Nabob shall ever require the aid and assistance of the English Company for the defence of any other of his countries besides those above specified, he will fix something for the Company proportioned to the service.

The English Company and all the English Sirdars engage to perform whatever articles are now mutually settled, and in the future, during the life of the Nabob Asaf-ul Dowla, they will never vary or depart from them. They will not in any respect or manner make request of any thing new or contrary to the tenor of this Treaty.

The Parties mutually swear according to their respective faiths to abide by these engagements.

Dated the 21st day of May in the year 1775, or on the 20th of Rubby-ul Ewul 1189 of the Hegira.

Warren Hastings
J. Clavering
Geo. Monson
Richard Barwell
Philip Francis.

DN 38

Letter, dated...May, 1780, to Charles Purling, Resident at the Viziers Court (Oudh) from Warren Hastings and Philip Francis.

Mr. Charles Purling,
Resident at the Viziers Court

Sir,

Having received the enclosed letter from Captain Osborne we desire you will inform us whether his representation on the subject of his arrears of pay be just, and what assignments have been granted for the pay of the corps under his command.

In reply to your letter of the 20th Ultimo...we are of opinion that the five hundred new raised sepoys to which the Vizier has objected should be immediately disbanded and we would advise that all the troops under the command of Captain Osborne be immediately recalled and either discharged or incorporated in

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some of the Vizier's other corps, if the districts which have been lately reduced, can be secured without their assistance, and the desire that you will immediately communicate this to the Vizier.

We are,
Sir,
Your most obedient Servants,
Warren Hastings
P. Francis

Fort William
May 1780

DN 39

Letter, dated the 1st of August, 1780, to the Resident at Benares from Eyre Coote.

Chuprah 1st August 1780

Sir,

Enclosed is a petition from the brother and son of a Subahdar, who was killed within the limits of the zemindary of Rajah Chyte Sing. I have been informed that some enquiry has been made into the circumstances therein set forth, but request the favour of you to exert your utmost endeavours to render the investigation speedy and effectual, and to procure full redress for the injured.

I am,
Sir,
Your most obedient and H'ble Servant,
Eyre Coote

Francis Fowke, Esqr.

DN. 40

Letter, dated the 3rd of August, 1780, to the Resident at Benares from Eyre Coote.

Patna 3rd August 1780

Finding myself under the necessity of complaining against Meer Jaffir Allyee, the Fougedar of Bellsea, on the zemindary of Raja Cheyt Sing, I request the favour of your interposition both to redress the grievances and prevent such conduct in future.

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Captain Eaton, the Commanding Officer of Buxar, detached three sepoys to the above mentioned village which is situated near Buxar on the frontier of the Raja's zemindarry for the purpose of securing some grain, for which he had advanced money. But the Fougedar without provocation abused them, and afterwards instigated his people to attack them with their swords, in consequence of which all the sepoys were wounded and one so badly that his life is in danger.

The merit or demerit of the sepoys is a matter which is not now in point. Admitting that they misbehaved, the conduct of the Fougedar merits the severest punishment. For it was not only disrespectful to our Govt. to disgrace and wound them, but unnecessary and irregular, as the fougedar should have complained to Captain Eaton who would have afforded him ample redress. But if individuals are permitted to resist our sepoys, every little dispute must be productive of bloodshed when the end may be more effectually answered by a complaint to the Commanding Officer, without the risque of the lives of the injured and without the diminution of the consequence of the sepoys which it is the interest of our Govt. to support.

I therefore request the favour of you immediately to procure and transmit to Captain Eaton a Perwanna from the Raja to the before-mentioned Fougedar reprimanding him for his conduct and forbidding him in the most positive manner to suffer any violence or resistance to be offered to the Company's sepoys, as he may always obtain redress by complaining to the Commanding Officer.

I am,
Sir,
Your most obedient humble Servant,
Eyre Coote

Francis Fowke Esqr.

DN 41

Treaty of Peace between Warren Hastings and Tipu Sultan, dated the 11 of March, 1784, ratified on the 20th of April, 1784.

Treaty of Peace with the Nabob Tipoo Sultan Bahadur

Treaty of perpetual Peace and Friendship between the Hon'ble English East India Company and the Nabob Tippoo

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Sultan Bahadur on his own behalf for the countries of Seringapatam, Hyder Nagur near and all his other possessions, settled by Anthony Sadlier, George Leonard Staunton and John Hudleston, Esqr, on behalf of the Hon'ble English East India Company for all their possessions and for the Carnatic Payen Ghaut by virtue of powers delegated to the Right Hon'ble the President and Select Committee of Fort St. George for that purpose by the Hon'ble the Governor-General and Council appointed by the King and Parliament of Great Britain to direct and control all political affairs of the Hon'ble English East India Company in India and by the said Nabob agreeably to the following articles which are to be strictly and invariably observed as long as the Sun and Moon shall last by both Parties; that is to say, by the English Company and the three Governments of Bengal, Madras, and Bombay, and the Nabob Tippoo Sultan Bahadur.

Article 1st

Peace and friendship shall immediately take place between the said Company and the Nabob Tippoo Sultan Bahadur and their friends and allies particularly including therein the Rajahs of Tanjore and Travancore, who are friends and allies of the English and the Carnatic Payen Ghaut, also Tippu Sultan's friends and allies. The Bibbee of Cannanore and the Rajahs and zemindars of the Malabar coast are included in this Treaty. The English will not directly or indirectly assist the enemies of the Nabob Tippoo Sultan Bahadaur nor make war upon the friends or allies; and the Nabob Tippoo Sultan Bahadur will not directly or indirectly assist the enemies nor make war upon the friends or allies of the English.

Article 2nd

Immediately after signing and sealing the Treaty by the Nabob Tippoo Sultan Bahadur and the three Commissioners, the said Nabob shall send orders for the complete evacuation of the Carnatic, and the restoration of all the forts and places in it now possessed by his troops, the forts of Amboorghur and Satgur excepted; and such evacuation and restoration shall actually and effectually be made in the space of thirty days from the day of signing the Treaty, and the said Nabob shall also immediately after signing the Treaty send orders for the release of all the

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persons who were taken and made prisoners in the late war and now alive, whether Europeans or natives, and for their being safely conducted to and delivered at such English forts or settlements as shall be nearest to the places where they now are, so that the said release and delivery of the prisoners shall actually and effectually be made in thirty days from the day of signing the Treaty. The Nabob will cause them to be supplied with provisions and conveyances for the journey, the expenses of which shall be made good to him by the Company. The Commissioners will send an officer or officers to accompany the prisoners to the different places where they are to be delivered; in particular Abdul Wahab Cawn, taken at Chittoor, and his family shall immediately be released, and if willing to return to the Carnatic shall be allowed to do so. If any person or persons belonging to the said Nabob, and taken by the Company in the late war be now alive, and in prison at Bencoolen or other territories of the Company, such person or persons shall be immediately released, and if willing to return shall be sent without delay to the nearest fort or settlement in the Mysore country. Buswapat, late Aumildar of Palacacherry, shall be released and (be) at liberty to depart.

Article 3rd

Immediately after signing and sealing the Treaty, the English Commissioners shall give written orders for the delivery of Onore, Carwar and Sadashevaguda and forts or places adjoining thereto, and send a ship or ships to bring away the garrisons. The Nabob Tippoo Sultan Bahadur will cause the troops in those places to be supplied with provisions and any other necessary assistance for their voyages to Bombay, (they paying for the same). The Commissioners will likewise give at the same time written orders for the immediate delivery of the fort and Districts of Caroor, Auracourchy, and Daraporam; and immediately after the release and delivery of prisoners as beforementioned the fort and District of Dindigul shall be evacuated and restored to the Nabob Tippoo Sultan Bahadur and none of the troops of the Company shall afterwards remain in the country of the Nabob Tippoo Sultan Bahadur.

Article 4th

As soon as all the prisoners are released and relieved, the fort and District of Cannanore shall be evacuated and restored to

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Ali Rajah Bibbee, the queen of that country, in the presence of any one person without troops, whom the Nabob Tippoo Sultan Bahadur may appoint for that purpose, and at the same time that the orders are given for the evacuation and delivery of the forts of Cannanore and Dindigul the said Nabob shall give written orders for the evacuation and delivery of Amboorgur and Satgur to the English and in the mean time none of the troops of the said Nabob shall be left in any part of the Carnatic except in the two forts above mentioned.

Article 5th

After the conclusion of the Treaty the Nabob Tippoo Sultan Bahadur will make no claim whatever in future on the Carnatic.

Article 6th

All persons whatsoever who have been taken and carried away from the Carnatic Payen Ghaut (which includes Tanjore) by the late Nabob Hyder Ally Cawn Bahadur who is in Heaven, or the Nabob Tippoo Sultan Bahadur's dominions, and willing to return, shall be immediately allowed to return with their families and children, or as soon as may be convenient to themselves, and all persons belonging to the Vencatagerry Rajah, who were taken prisoners in returning from the fort of Vellore, to which place they had been sent with provisions, shall also be released, and permitted immediately to return. Lists of the principal persons belonging to the Nabob Mahomed Ally Cawn Bahadur and to the Rajah of Vencatagerry shall be delivered to the Nabob Tippoo Sultan's Ministers; and the Nabob will cause the contents of this article to be publicly notified throughout his country.

Article 7th

This being the happy period of general peace and reconciliation the Nabob Tippoo Sultan Bahadur as a testimony and proof of his friendship to the English agrees that the Rajahs or zemindars on this Coast who have favoured the English in the late war shall not be molested on that account.

Article 8th

The Nabob Tippoo Sultan Bahadur hereby renews and confirms all the commercial privileges and immunities given to the

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English by the late Nabob Hyder Ally Cawn Bahadur who is in Heaven and particularly stipulated and specified in the Treaty between the Company and the said Nabob concluded the 8th August, 1770.

Article 9th

The Nabob Tippoo Sultan Bahadur shall restore the factory and privileges possessed by the English at Calicut until the year 1779 or (1193 Hejira) and shall restore Mount Dilly and its District belonging to the settlement of Tellicherry, and possessed by the English till taken by Sirdar Cawn at the commencement of the late war.

Article 10th

The Treaty shall be signed and sealed by the English Commissioners, and a copy of it shall afterwards be signed and sealed by the President and Select Committee of Fort St. George, and returned to the Nabob Tippoo Sultan Bahadur in one month or sooner if possible and the same shall be acknowledged under the hands and seals of the Governor-General and Council of Bengal, and the Governor and Select Committee of Bombay as binding upon all the Governments in India, and the copies of the Treaty so acknowledged shall be sent to the said Nabob in three months or sooner if possible.

In testimony whereof the said contracting parties have signed, sealed and interchangeably delivered two instruments of the same tenor and date; to wit, the said three Commissioners on behalf of the Hon'ble East India Company, and the Carnatic Payen Ghaut, and the said Nabob Tippoo Sultan Bahadur on his own behalf and the dominions of Seringapatam and Hyder Nagur, etc., thus executed at Mangalore, otherwise called Codial Bunder this 11th day of March, and year 1784 of the Christian era, and 16th day of the Moon Rubee-ul-sahee in the year of Hegira 1198.

Anthony Sadleir (L. S.)
George Leonard Staunton (L. S.)
John Hudleston (L. S.)

A true copy
signed
W. C. Jackson,
Secretary

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DN 42

An autograph letter, dated 11th of October, 1787, from Edmund Burke to Henry Dundas.

Sir,

I did not think it right to break in upon your recess, by troubling you whilst you were in Scotland, with anything concerning the subject on which you honoured me with a Letter on your departure. But as the season of business approaches I may now be excused in reminding you that in the hurry of more important affairs you mistook the nature and object of the application I took the liberty of making to you. I was in no error about the title of the party concerning the Estate in question; I could not indeed, because I had not formed any opinion whatsoever about it; whether the property was Jaghire, Ultumga or Enam were to me matters of perfect indifference; I know little of the Merits of the Cause, and nothing at all of the Parties. But the sole matter which I recommended to your attention was, whether a judgment given in a Cause should or should not be executed, if neither the competence of the Court, nor the integrity of the Judge were impeached before a proper authority. Nothing can be more simple than the point proposed for consideration, and nothing can be more essential to the well-being, perhaps to the very being, of the people of property in these provinces, than the possibility of their having some final effective Tribunal to which they can resort. Sir Elijah Impey formed at that time the final Local Tribunal at Calcutta, if not de jure, certainly de facto. If he gave a corrupt, passionate, or absurd judgment (things of which I do not in the least question the probability) it ought to be rescinded on account of that corruption, passion, or absurdity. But you will, I think, agree that it ought to be decided in one way or other, or to be put into a Train of decision. This, however, is a matter, which though of considerable moment, is not equally important with that on which I wish three minutes' conversation with you. Parliament is called upon the present posture of affairs—at least I conceive it is, and it is of consequence, that the affair of Mr. Hastings may be so arranged as that it may interfere as little with other important Business as possible. I wish therefore to settle with you the time and manner of proceeding, so as on one hand to avoid unnecessary delay in the Trial, as on the other to make it interfere as

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little as we can with other concerns. At what hour today may I have these three minutes' discourse?

I have the honour to be,
Sir,
Your most obedient and humble
servant,
Edm. Burke

October 11th, 1787,
Thursday morn.

DN 43

Autograph letter, dated the 9th of December, 1787, from Edmund Burke to Henry Dundas, with a copy of letter from Dundas to Burke, dated the 26th of March, 1787.

Sir,

I am much obliged to you for the pains you have taken to satisfy me concerning your refusal of my request. Not being very well in health, and finding all further discussion more likely to be troublesome to you than useful to myself, I shall not attempt to reply at large to what you have offered with regard to the majority of the House and their dispositions towards Mr. Francis. Their Tone is pretty high; though I cannot help expressing my apprehensions, that this affair may not turn out as much to their credit, as I wish all their measures to do; and I fear it will turn out very mischievously to the Impeachment which yourself, Mr. Pitt, and I, have so much at heart.

Of the motives which govern the majority in this instance I do not presume to judge. As to their reasons, which I have never heard in debate, but which are circulated in conversation, they appear to me, to go upon grounds, that are to me entirely new and unlooked for. They think it argues malice in Mr. Francis, not to desert his prosecution of Mr. Hastings begun under the express injunctions of Legal authority, because in the course of that prosecution Mr. Hastings had endeavoured to kill him, and had very nearly succeeded in that attempt. The general ground of argument, the morality of the principle, and the application of both to this case, are considerations far above my pitch of understanding.

As to the facility of supplying Mr. Francis's place I have the misfortune of not being able to concur with you in opinion.

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These are matters in which no man can be instructed to speak as from a Brief- or if he could so speak, he could never be ready if he were once engaged in the detail.

That Mr. Francis might give us some secret assistance is true, but as he cannot act as a manager, he could never give it to us on the emergency of the instant occasion- and your experience will point out to you the consequences of seeming to be at a loss upon a Trial. But I must confess I see, and I think on recollection you will see, some other difficulties. To acquiesce in stigmatizing a person as the worst of mankind, and at the same time to call for his assistance, appears to me not quite decent nor quite consistent. To act towards him as a man of distinguished ill qualities and to expect from him a heroical self denial, and virtues almost supernatural are things to my poor understanding not very reconcilable. What he will do I know not; at present I have not courage enough to ask him. I am not partial to Mr. Francis. I have no ground for partiality towards him. As Mr. Hastings never did me any injury, or refused me any request, so I have never asked my favour whatsoever from Mr. Francis, nor ever received any from him, except what I received in my share of the credit which this country acquired in his honourable, able, and upright administration.

I have troubled you more than I intended; My concern for what has happened is very sincere.

I have the honour to be,
Sir,
Your most obedient and most humble
servant,
Edm. Burke

Gerard Street,
December, 9, 1787

India Office, 26th March,
3 o' Clock

Sir,

Owing to my being all night in the Country, I only just now received your letter of yesterday's date. I have communicated it to Mr. Pitt. The motives which have actuated us in the business which your letter treats of are of a nature too forcible to allow any competition in our minds between them and any political contingencies which may occur. From many reasons we cannot agree to take upon us any share in the management of

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the prosecution, but we have given and shall continue to give that support to it, which appears to us consistent with national justice, and the credit of the House of Commons, and I have not the least hesitation in meeting with you for an hour at any time you please to talk over the present stage of the business. I shall without reserve explain to you our present ideas, and if it is consistent with your own opinions to remove any difficulties which may have occurred to us upon any part of the future conduct of it, it would certainly tend to the ultimate success of the object we profess to have in view. If not, I trust there are no such differences of opinion as to retard the business being lodged in the House of Lords with as much expedition as can be consistent with a due attention to the regularity and accuracy of the Proceeding. I am obliged to go to the Navy Pay office on some official business to-morrow forenoon, but if you will appoint a time with Mr. Sheridan any time on Wednesday forenoon, I shall have the honour of meeting with you at any time and place you think proper to appoint.

I have the honour to be,
With great respect,
Sir,
Your most obedient and humble
servant,
Henry Dundas

R. Hon'ble Edmund Burke

DN 44

Letter, dated the 4th of March, 1788, to Jonathan Duncan from Lord Cornwallis and Sir John Shore.

To

Mr. Jonathan Duncan,
Resident at Benares.

Sir,

We have received your letter of the 15th and 16th instant.

15th Inst. We approve and confirm the appointment of Muftee Karun Ulla to be Judge of the town and suburb of Juanpore and Magistrate for the Police thereof with the same Sunnud of Investiture that was granted to the Judge and Magistrate of Gazeepore and under the same oath of office.

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We also approve of your having assigned accommodation to the Judge of Juanpore in the Kella, the answer you made to the requests of the Judge at Juanpore of the advertisement which you published at that place on the 15th instant and of the establishment for the Adawlut and Police.

We likewise confirm the Regulations which you established with respect to appeals from the Courts of Gaurepore and Juanpore. We entirely approve the authority given by you to the newly appointed Magistrate to expend a sum not exceeding 2 thousand rupees on the posts of the Juanpore bridge that require support and to make such necessary repairs within the Fort as are indispensable for the purposes of the Judge's residence, aswell as such as are required for the Court and Jail, and leave to you to provide for the constant repair of the bridge at Juanpore at any expense not exceeding one thousand rupees annually.

We are,
Sir,
Your most obedient servants,
Cornwallis
J. Shore

Fort William
4th March, 1788

DN 45

Letter, dated the 12th of November, 1788, to Jonathan Duncan from Lord Cornwallis and Charles Stuart.

Jonathan Duncan Esqr.
Magistrate, Benares

Sir,

Having taken into consideration 12th Article of the Regulations for the administration of justice in the Phouzdarry or Criminal Court, in the last part of which Article it is stated "that all Europeans not British subjects are equally amenable with the natives to the authority of the Magistrate within his own District and to the Phouzdarry Court, to which they may be committed", we think it proper to direct that the same may be repeated as far as respects the subjects of France not resident within her six ancient factories of Chandernagore, Cossimbazar,

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Dacca, Jugdea, Balasore, and Patna, which with the territories belonging to them are under the protection of the French Flag, and subject to the French jurisdiction. The clause of the Article we have mentioned remains therefore in force only as it respects other European foreigners who are not French subjects.

We direct also that other part of the same Article shall extend to all French subjects not amenable to the jurisdiction of the six ancient factories already named, so far as that you are empowered and ordered, in the event of any acts being committed by the French, which, if they were British subjects, would render them objects of a criminal prosecution and trial in the Supreme Court of Judicature, to apprehend such French subjects, on information being lodged upon oath, and, after making without delay such an enquiry into circumstances of the charges as satisfies your mind of their being grounds of trial, to despatch such persons in safe custody to the Presidency, there to be delivered over to the Remembrancer of the Criminal Courts. On those occasions the complainants with their witnesses must give security to you to repair to the Presidency within a reasonable time, not exceeding three months, to prosecute, and in case of their inability, from poverty, to defray the charge of their journey, you are to report the same to the Remembrancer of the Criminal Courts for the information of the Governor-General.

We are,
Sir,
Your most obedient humble servants,
Cornwallis
Charles Stuart
E. G. Grant

Fort William,
12th November 1788

DN 46

Letter, dated the 20th of November, 1786, to Charles Ware Malet from Lord Cornwallis.

To

Charles Ware Malet, Esqr.,
Resident at Poonah

Sir,

Lieutenant Anderson's bad state of health having induced him to desire leave from the Hon'ble the Governor-General and

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Council to resign his office of Resident with Madhajee Scindia, I am directed to acquaint you that the Board have been pleased to grant it, and have appointed Captain William Kirkpatrick to be his successor. If you should see proper and necessary you are to inform the Peshwa and Nana Furnavese of this appointment and of the reason for Mr. Anderson's departure as above stated.

The correspondence between you and Captain Kirkpatrick is to be carried in the same manner as that was between you and Lieutenant Anderson, and you will, as directed with respect to Mr. Anderson, transmit to Captain Kirkpatrick copies of such letters as you may write to the Board, or forward them to him under a flying seal to be enclosed to Government.

I have the honor to be, etc.

20th November, 1786 Cornwallis

DN 47

Treaty with the Nizam, the Peshwa and the East India Company against Tipu Sultan, dated the 4th of July, 1790.

Treaty of offensive and defensive alliance between the Hon'ble United English East India Company, the Nabob Asuf Jah Bahadur Soubadar of the Dekhan and the Peishwa Sewoy Mahdoo Row Narain Pundit Perdhaun Bahauder against Futty Ally Khawn, known by the denomination of Tippu Sultan, settled by Captain John Kennaway on the part of the said Hon'ble Company with the said Nabob Asuf Jah by virtue of the powers delegated to him by the Right Hon'ble Charles Earl Cornwallis K. G., Governor-General in Council, appointed by the Hon'ble Court of directors of the said Hon'ble Company to direct and control all the affairs in the East Indies.

Article 1st

The friendship subsisting between the three States, agreeable to former treaties, shall be increased by this and between the Hon'ble Company and His Highness the Nizam the three former treaties concluded with the late Sillaubut Jung thro' Colonel Forde in the year 1759, with the Nizam thro' General Cailland in the year 1766 and the treaty of 1768 with the Madras Government together with Lord Cornwallis's letter of the 7th July,

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1789, which is equivalent to a fourth treaty, remain in full force except such articles of them as may, by the present treaty, be otherwise agreed to and perpetual friendship shall subsist between both parties and their heirs and successors agreeably thereto.

Article 2nd

Tippoo Sultan having engagements with the three contracting powers has notwithstanding acted with infidelity to them all, for which reason they have united in a league, that to the utmost of their power they may punish him, and deprive him of the means of disturbing the general tranquillity in future.

Article 3rd

This undertaking being resolved on, it is agreed that on Captain Kennaway's annunciation to the Nabob Asuf Jah of the actual commencement of hostilities between the Hon'ble Company's forces and the said Tippoo, and on Mr. Malet's announcing the same to Pundit Perdhaun, the forces of the said Nabob Asuf Jah and Pundit Perdhaun, in number not less than 25,000 but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains; and after that season, the said Nabob and Pundit Perdhaun will seriously and vigorously prosecute the war with a potent army, well appointed and equipped with the requisite war-like apparatus.

Article 4th

If the Right Hon'ble the Governor-General should require a body of cavalry to join the English forces the Nabob Asuf Jah and Pandit Perdhaun shall furnish to the number of 10,000 to march in one month from the time of their being demanded by the shortest and safest route, with all expedition, to the place of their destination, to act with the Company's forces, but should any service occur practicable only by cavalry, they shall execute it, nor cavil on the clause of "To act with the Company's forces". The pay of the said cavalry is to be defrayed monthly by the Hon'ble Company at the rate and on the conditions hereafter to be settled.

Article 5th

If in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall to the

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utmost of their power exert themselves to relieve the said party and distress the enemy.

Article 6th

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisition of territory, forts and whatever each Sirkar or Government may become possessed of from the time of each Party announcing hostilities, but should the Hon'ble Company's force make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts etc., due attention shall be paid to the wishes and convenience of the parties relatively to their respective frontiers.

Article 7th

The under written Polyghurs and zemindars being dependent on the Nabob Assuf Jah and Pundit Perdhaun it is agreed that on their territories, forts etc., falling into the hands of any of the allies, they shall be reestablished therein, and the nuzzeranna that shall be fixed on that occasion shall be equally divided amongst the allies; but in future the Nabob Assuf Jah and Pundit Perdhaun shall collect from them the usual Peshcush and Kundnee which have been heretofore annually collected. And should the said Polyghurs and zemindars act unfaithfully towards the Nabob or Pundit Perdhaun or prove refractory in the discharge of their Peishcush and Kundnee the said Nabob and Pundit Perdhaun are to be at liberty to treat them as may be judged proper. The chief of Shahnoor is to be subject to service with both the Nabob and Pundit Perdhaun, and should he fail in the usual conditions thereof, the Nabob and Pundit Perdhaun will act as they think proper.

List of Polyghurs and zemindars—

Chittuldroog	...	Keychungoondeh
Annagoondy	...	Cunnaghwarry
Harponelly	...	Kittoor
Bellaree	...	Hannoor
Roydroog	...	The District of Abdul Hakim Khawn, the chief of Shanoor

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Article 8th

To preserve as far as possible consistency and concert in the the conduct of this important undertaking a Vakeel from each party shall be permitted to reside in the army of the others for the purpose of communicating to each other their respective views and circumstances and the representations of the contracting Parties to each other shall be duly attended to consistent with circumstances and the stipulations of this Treaty.

Article 9th

After the Treaty is signed and sealed, it will become incumbent on the Parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence, and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections, nor shall either of the parties enter into any separate negotiations with Tippoo but on the receipt of any advance or message from him by either party it shall be communicated to the others.

Article 10th

If after the conclusion of peace with Tippoo he should attack or molest either of the contracting parties, the others shall join to punish him, the mode and conditions of effecting which shall be hereafter settled by the contracting Powers.

Article 11th

The Treaty consisting of 11 articles being this day settled and concluded by Captain Kennaway with the Nabob, Captain Kennaway has delivered to His Highness the Nabob one copy of the same in English and Persian signed and sealed by himself, and the Nabob has delivered to Captain Kennaway another copy in Persian executed by himself and Captain Kennaway has engaged to procure and deliver to the Nabob in sixtyfive days a ratified copy from the Governor-General, on the delivery of which the Treaty executed by Captain Kennaway shall be returned.

Signed, sealed and exchanged at Paungul in the 20th of Shawaul 1204 Hejere or 4th July, 1790 E.S.

Ratified by the Governor -General in Council, the 29th day of July, 1790

Cornwallis
Cha. Stuart
Peter Speke

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DN 48

Letter, dated the 30th of December, 1790, to Sir Charles Oakley Bart from Major General Medows.

To

The Honourable Sir Charles Oakley Bart, senior member at the Presidency, and the Gentlemen in Council, Fort St. George, Madras

Camp—half way between Trichinopoly and Ootatoor,
the 30th December, 1790

Hon'ble Sir and Gentlemen,

I had the honour of yours of the twenty-fourth this morning with Lord Cornwallis's opinions of the memorials of the six coronets of Cavalry and six Lieutenants of Infantry, and shall act accordingly. His Lordship, who directs our movements, I dare say, acquaints you with them as far as it is necessary. The army want nothing but him.

I have the honor to be with the highest respect, esteem, and truth,
Gentlemen,
Your most obedient humble servant,
William Medows,
Governor

(Cover)

Diary to consult—4th January 1791
From Major General Medows
30th December 1790
.....
Tinevally.

DN 49

Treaty between Sir John Shore and Nawab Saadat Ali Khan Bahadur, dated the 21st of February, 1798.

Treaty between Nabob Vizier Saadat Ali Khan Bahauder and the Hon'ble East India Company

Whereas various treaties have been concluded at different times between the late Nabob Shujau-d Daulah Bahauder and the Nabob Asaf-ul Dowlah Bahauder and the Hon'ble the East India Company to the mutual advantage of their respective dominions, the Nabob Vizier-ul-Momaluck Yemeen-ul Dawlah

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Nazim-ul Moolk, Saadat Ali Khan Bahauder Mobarez Jung and Sir John Shore, Baronet, on the part of the Honourable the East India Company, with a view to perpetuate the amity subsisting between the two States and the advantages reciprocally resulting from it, now agree to the following Articles:

First

That the peace, friendship and union so long subsisting between the two States, shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former treaties and agreements between the two States now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

Second

By the existing treaties between the States, the Hon'ble the East India Company are bound to defend the dominions of His Highness Nabob Saadat Ali Khan against all enemies. And with a view to enable them to fulfil this engagement and at the same time provide for the protection of their own dominions, the English Company having largely increased their military establishment by the addition of new levied regiments, both of Infantry and Cavalry, the Nabob Saadat Ali Khan in consideration thereof agrees in addition to the annual subsidy paid by the late Nabob Asaf-ul Dowlah to the English Company, being Rupees fiftysix lacs seventyseven thousand six hundred and thirtyeight, to pay in perpetuity the further sum of Rupees nineteen lacs twentytwo thousand three hundred and sixtytwo making altogether the sum of seventysix lacs of rupees. The said rupees to be Oude sicca rupees of the present weight and standard.

Third

The above subsidy of Oude sicca rupees seventysix lacs is to commence from the twentyfirst day of January, one thousand seven hundred and ninetyeight, the date of the accession of the Nabob Saadat Ali Khan to the Musnud of Oude and the said Nabob engages that it shall be punctually discharged month by month, as it becomes due in sums of Oude sicca rupees six hundred and thirtythree thousand three hundred and thirtythree five annas and four pies of the present weight standard according to the Kistbundy annexed.

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Fourth

That the arrears of subsidy due upon former engagements to the twentyfirst of January, one thousand seven hundred and ninetyeight also be immediately discharged.

Fifth

The Nabob Saadat Ali Khan agrees that an annual allowance of one lac fifty thousand rupees be made to Vizier Alli Khan, and agrees to pay the amount by monthly Kists of twelve thousand five hundred rupees to the English Company, who will pay the same to Vizier Alli Khan as long as he shall continue to reside in the dominions of the English Company.

Sixth

The stipends to the Begums and Princes at Benares, amounting to Rupees two lacs four thousand per annum and the Furruckabad pensions, amounting to Rupees twentythree thousand six hundred and thirtyeight, are included in the above sum of seventysix lacs of Oude sicca rupees.

Seventh

The Governor-General Sir John Shore, Baronet, on the part of the East India Company agrees that the English forces maintained in the country of Oude for its defence, shall never consist of less than ten thousand men, including Europeans and natives, Cavalry, Infantry and Artillery, and if at any time it should become necessary to augment the troops of the Company in Oude beyond the number of thirteen thousand men including Europeans and natives, Infantry and Cavalry and Artillery the Nabob Saadat Alli Khan agrees to pay the actual difference occasioned by the excess above that number, and, in the same manner if the troops of the Company in Oude from any necessity should be less than eight thousand men including Infantry, Cavalry, Artillery, Europeans and natives, a deduction shall be made from the annual stipend of seventysix lacs of rupees equal to the actual difference of men below the specified number.

Eighth

As the English Company are not possessed of any fortress in the dominions of Oude, the Nabob Saadat Alli Khaun having the fullest reliance on the friendship of the English Company agrees to make over to their exclusive possession the fort of Allahabad with all its buildings and appurtenances and the

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Ghauts immediately dependent upon the fort together with as much land surrounding the fort as may be necessary for the purpose of an esplanade, the Company agreeing to be answerable to the Nabob for the amount of the revenues collected from the said Ghauts. The said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortification of this fort provided that it does not exceed the sum of eight lacs of Oude sicca rupees; and that the said amount or the actual amount of the expenditure not exceeding eight lacs of rupees shall be paid to the Company within two years from the date of this Treaty in such proportions as may be required for defraying the expense to which it is applicable. And the said Nabob Saadat Alli Khaun for the same reasons further agrees to advance to the English Company for the purpose of repairing the fort of Futtehgur within six months from the date of this engagement, a sum not exceeding on the whole, three lacs of Oude sicca rupees.

Ninth

If for the better protection and defence of the dominions of the Nabob Saadat Alli Khaun, it should be deemed advisable to change the present stations of the troops at Caunpore and Futtehgur, the Nabob Saadat Alli Khaun consents thereto, and that the troops shall be stationed in such places, as may be judged most advisable and convenient, and that he will defray the expense attending their removal, and making cantonments for the troops.

Tenth

As the English Company have incurred a considerable expense by their exertions in establishing the right of the Nabob Saadat Alli Khaun, the said Nabob agrees in consideration thereof to pay the Company the sum of twelve lacs of Oude sicca rupees.

Eleventh

As the payment of the Company's troops in Oude depends upon the regular discharge of the subsidy, stated in the 2nd and 3rd Articles of the Treaty, the said Nabob engages to exert his utmost endeavours to discharge the stipulated Kists with punctuality; but if contrary to the sincere intentions and exertions of the said Nabob, the payment of the Kists should fall into arrears, the said Nabob Saadat Alli Khaun engages and promises that he will then give such security to the Company for

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the discharge of the existing arrears, and the future regular payments of the Kists as shall be deemed satisfactory.

Twelfth

Whereas by the engagements now entered into between the Nabob (Saadat Alli Khaun) and the Company, the amount of the subsidy is considerably increased and many other permanent charges upon His Excellency are incurred, on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reductions in the public establishments, servants etc., as may be requisite and are consistent with His Excellency's dignity and convenience. To that end the said Nabob agrees to consult with the Company's Government, and in concert with them, devise the proper objects of such reductions and the best means of effecting them.

Thirteenth

As the political interests of the Nabob Saadat Alli Khaun and the English Company are the same, it is expedient and agreed that all correspondence between the Nabob Saadat Alli Khaun and any foreign power or State shall be carried on with the knowledge and concurrence of the Company; and the Nabob Saadat Alli Khaun agrees and promises that no correspondence contrary to the tenor of this Article shall be carried on by him.

Fourteenth

As the stipulations in the Commercial Treaty between the two States have not been enforced with due attention, particularly in the dominions of the Nabob Vizier, the contracting parties agree to exert their utmost endeavours to give force and effect to them.

Fifteenth

The Nabob Saadat Alli Khaun engages and promises that he will not entertain any Europeans of any description in his service, nor allow any to settle in his country without the consent of the Company.

Sixteenth

The Nabob Saadat Alli Khaun agrees that a suitable maintenance shall be provided for the reputed children of his brother, the late Nabob Asoph-ul Dowlah, and willingly promises to take them under his protection.

Seventeenth

The Nabob Vizier-ul-Momaulik Saadat Alli Khaun Behadur

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for himself and his heirs and the Governor-General, Sir John Shore, Baronet, on the part of the East India Company, respectively promise to observe sincerely and strictly all the Articles contained and settled in the present Treaty; and they both agree that they will give the greatest attention to maintain between themselves, their dominions and their subjects this present Treaty and all the Articles settled by it, that all transactions between the two States shall be carried on with the greatest cordiality and harmony on both sides, and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops and his subjects.

Kistibundy (or Instalment) for the payment of the annual subsidy—

1st Kist for the month of January, payable on the 1st of February	...	6,33,333-5-4
2nd Kist for the month of February, payable on the 1st of March	...	6,33,333-5-4
3rd Kist for the month of March, payable on the 1st of April,	...	6,33,333-5-4
4th Kist for the month of April, payable on the 1st of May	...	6,33,333-5-4
5th Kist for the month of May, payable on the 1st of June	...	6,33,333-5-4
6th Kist for the month of June, payable on the 1st of July	...	6,33,333-5-4
7th Kist for the month of July, payable on the 1st of August	...	6,33,333-5-4
8th Kist for the month of August, payable on the 1st of September	...	6,33,333-5-4
9th Kist for the month of September, payable on the 1st of October	...	6,33,333-5-4
10th Kist for the month of October, payable on the 1st of November	...	6,33,333-5-4
11th Kist for the month of November, payable on the 1st of December	...	6,33,333-5-4
12th Kist for the month of December, payable on the 1st of January	...	6,33,333-5-4
Total S.R.	...	76,00,000-0-0

J. Shore

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Signed, Sealed and interchanged at Lucknow, this twenty first day of February, in the year of our Lord one thousand seven hundred and ninetyeight in the presence of

J. Lumsden, *Resident*
N. B. Edmonstone, P.T.

DN 50

Letter, dated the 10th of November, 1794, to Jonathan Duncan from Sir John Shore.

To

Jonathan Duncan Esqr.,
Resident at Benares

Sir,

The Board have resolved to depute Abdul Cadir to Nepaul in the capacity of merchant with the articles pointed out by him and I enclose a copy of my Minute on the subject for your full information.

The broad cloth and coral will be provided here, and sent to you by the Persian Translator, Mr. N. B. Camonstone, together with the recommendatory letters to the Nepaul Government, to be delivered to Abdul Cadir.

The stated quantity of Mirzapore chintz and Guzzus and Cassimabad white cloths (*viz.* to the amount of one thousand rupees of each) I request you to provide for him, and I also desire you will advance him Rupees 10,000 for the purchase of articles in Nepaul and 5000 Rupees for his own expenses. I shall communicate him after my further instructions on this subject.

I am,
Sir,
Your most obedient humble servant,
J. Shore

Fort William,
10th November, 1794

DN 51

A Minute regarding the proposed deputation of Abdul Kadir to Nepal for the purpose of carrying on a commercial trade, signed by Sir John Shore.

Minute from the Governor-General

The friendly intercourse established between this Government

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and the Court of Nepaul in consequence of the deputation of Captain Kirkpatrick, I flattered myself, would before this time have led to a reciprocation of benefits by an extension of the commerce between the two countries and that in the region of Tartary a mart would have been found for the vend of British commodities, more particularly the woollen manufactures. With this object in view, and in furtherance of it, it was my wish to procure the consent of the Nepaul Government, to the Residence there, of some person on the part of this Government, and although I did not conceive it proper to make a direct proposition to the Rajah of Nepaul for this purpose, my wishes were intimated by Captain Kirkpatrick in his correspondence with the officers of the Nepaul Court previous to his departure for Hyderabad, as well as the Vakeel of the Rajah of Nepaul residing in Calcutta.

The Board are well apprized of the jealousy entertained by the Nepaul Court of this Government ever since the unfortunate expedition of . . . against Nepaul in . . . and although no circumstances since that period have intervened to perpetuate or renew distrust, it does not appear to me ever to have been removed. Until lately all access to the territories of Nepaul was debarred even to the natives of these provinces, and an attempt to open it under the administration of Mr. Hastings was ineffectually made.

From Denant Opaduah, the Nepaul Vakeel, who, in common with other foreign Vakeels, is a pensioner of this Government, no effectual assistance can, I apprehend, be expected in promoting its commercial views, as I understand that he has an interest in preserving the monopoly of the trade in his own hands, and Behader Shah, the uncle of the Rajah, who is stated to have had more liberal and extensive views of the advantages of commerce than any other person of the Court, some months ago, resigned the Regency to the Rajah, and with it his influence, on which I had some dependence for promoting my wishes. The only channel through which I can hope to make any favourable impression on the Rajah of Nepaul is a Brahmin of the name of Gujraje Nasser, now at Benares, who has always been disposed to promote our views and whom Captain Kirkpatrick found possessed of great influence with the Court of Nepaul.

A commercial treaty now exists between the Company and the Nepaul Government and by the terms of it, the provinces

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dependant on both are open to the traders of each. But there is little probability that our merchants will be induced to avail themselves of it, until the advantages and practicability of commerce are rendered apparent and this consideration with that of the magnitude of the objects, induced me lately to make enquiry through the Resident at Benares of Abdul Cader Khan, the person employed in negotiating the commercial treaty, with a view to set on foot that trade which I have so long anxiously sought to establish. The information obtained from him, in answer to my querries and propositions, I now lay before the Board.

This communication applies to the subject in two points of view,—the measure to be adopted for ascertaining the value of a trade with Nepaul, assisted by actual experiment on a very moderate scale, and the mode of giving a permanent establishment to it by the Residency of an Agent on the part of this Government at Nepaul, if the commerce should be found, on enquiry, of sufficient importance to render it expedient.

2. On the first point his remarks are plain and obvious. The advantages of the trade are certainly at present a matter of doubt, but I can see no objection to an experiment for removing it on the very limited scale proposed by him, and Abdul Cader himself should, I think, be the Agent.

I am not equally clear of the propriety of obtaining territorial concessions from the Nabob Vizier to the Nepaul Rajah as a ground of his acquiescence in our plans, nor indeed have I reason to consider that the Vizier will admit of them. The propositions for obtaining possessions of the Pergunnahs Roodupore and Coshapore was made through Captain Kirkpatrick by the Nepaul Vakeel to me in Calcutta, and the acquisition of them was pointed out as an object which the Nepaul Rajah had much at heart. The Minister of the Nabob was then in Calcutta, and although I cannot recollect particularly what passed between them and myself on this subject, which I mentioned to them, I can sufficiently remember that I did not consider it prudent, immediately on my accession to the Government, to urge the point with them and that on their side, there appeared objections, and some apprehensions from admitting so close a vicinity on the Rajah of Nepaul to the Vizier's territories.

Without offering any determination on the proposition it may become the subject of further enquiry, and I propose writing to

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the Resident at Lucknow to procure information on the disposition of the Vizier to oblige the Nepaul Rajah, or the annual equivalent which he would expect for the Pergunnahs supposing them to be held at rent by the Nepaul Rajah and whether the possession of them by the latter would be productive of danger or inconvenience to the Vizier.

In the mean time I would propose that Abdul Cader should be sent to Nepaul in the capacity of merchants with the articles which he has pointed out. This is consistent with the commercial treaty, but I propose further to give him recommendatory letters to the Nepaul Government, to which a former intercourse with it entitles him, and instructions for his guidance in general.

The magnitude of the object furnishes a sufficient justification for the expenses of the undertaking, which if it should even totally fail, cannot occasion any considerable loss.

If the Board concur in this proposition it will be necessary to send instructions to the Board of Trade to furnish such of the articles required by Abdul Cader as are within their department and to insure an order on the Resident at Benares in favour of Abdul Cader for the advance which he requires for the provision of the remaining articles and for the purchase of returns in Nepaul. Captain Kirkpatrick particularly pointed out to me broad cloth of two colours *viz.*, red and blue as the most valuable present to the Nepaul Rajah, and an article in the highest estimation in that country. This should, if possible, be procured.

The articles required by Abdul Cader are as follows—

Broad Cloth red	...	...	Rs. 5,000
Do black	...	...	,, 5,000
Large coral	...	...	,, 2,000
Merzapore chintz and guzzies	...	...	,, 2,000
Cassamabad white clothes	...	...	,, 1,000
			Rs. 15,000
In cash	...	...	,, 10,000
			Rs. 25,000
Personal advance of cash for his own expenses	...	...	,, 5,000
			Rs. 30,000

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As Abdul Cader has not sufficiently specified the quality of the cloth, I have written to the Resident at Benares to ascertain it from him.

A true copy
J. H. Harington
Secy.

DN 52

Letter, dated the 3rd of February, 1799, to Sir Alured Clarke, marked "private" from Marquess Wellesley.

Fort St. George,
February 3rd, 1799

Lieut.-Gen.
To Sir Alured Clarke, K.B.,
Commander-in-Chief

Private

My dear Sir,

I cannot describe the emotion of horror, indignation and grief with which I received your dispatch of the 20th of January containing the dreadful recital of the late massacre at Benares. You have omitted no step which you could have adopted to prevent the evil consequences of this atrocious outrage, or to bring the assassins to justice. Such measures as I can add to your exertions shall be taken as soon as the necessary papers can be drawn. One suggestion only I wish to make without delay. If Vizier Alli should be apprehended alive, I wish that he should be conveyed to the Presidency and detained a close prisoner in Fort William, until further orders from me. The question of bringing him to trial is of great delicacy, and I have not yet determined it in my own mind. Any of his adherents who may be taken should be tried, and if convicted, executed in the most public and solemn manner on the spot, which was the scene of their crime. I shall be most anxious to learn the further details of this melancholy affair, and particularly the supposed causes of the outrage. I am very glad that you opened the overland dispatch, although I was much vexed at the stupidity of the Post

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Master at Masulipatam who forwarded it to Calcutta instead of sending it directly to me. I have received no letter whatever from the Secret Committee.

The Dispatch by the Strombolo is very satisfactory and I trust will have removed your apprehension. By this occasion I received a letter from Lord Grenville of the 5th of October, written in the best spirit. The general aspect of affairs in Europe is much improved.

I return you many thanks for the alacrity of your exertions to procure specie; we are most impatient for the arrival of the Bombay on Sybille, as General Harris has joined the army, the Nizam's Contingent is within 20 miles of him, and the whole will be ready to move from Vellore on the 10th of this month, if the supply of money should not delay them.

It is a sort of triumph to me that the Nizam's Contingent advanced so rapidly as to oblige Harris to order them to halt; so that this detachment which you may remember was stated to be lost to the army, was actually the first for movement into the enemy's country.

Tippoo has returned no answer to my letter of the 9th of January, and as I perceive that his object is delay, I have resolved to listen to no further overtures from him, until the army shall be in front of his citadel. War is now inevitable, but the universal opinion is that it will be short and successful, and under providence, I do not entertain a doubt of success.

I was most happy to learn Zaman Shah's retreat by a letter from Lucknow, which places that event beyond all doubt. If his retreat has been occasioned by the appearance of his brother in Herat, I think I may lay claim to as much merit as Sir James Craig in this affair. For, under my orders, an Agent has been employed for some time past in Persia for the express purpose of instigating the Shah's brothers to revolt; and the last dispatch from Bombay brought an account from this Agent that the Shah's Brothers had actually proceeded to Herat. You may believe that I shall not fail to keep this flame alive, as long as any moderate expense can preserve it.

I wrote to you sometime ago respecting the 76th Regiment, and I trust you will be able to make the arrangement which I have proposed in that letter. I am now to trouble you again. The Garrison of Fort St. George is alarmingly weak, and if you can possibly devise any mode of reinforcing the Native Troops

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you will render an essential service. The best and most expeditious mode would certainly be, if practicable, to induce a battalion or two of Sepoys at the Presidency of Fort William by bounty and other encouragement to embark for Fort St. George. The next mode would be to send a force to the Circars, from whence the Troops now there might be drawn. The Company's European Troops in Bengal consisting, in so large a proportion, of Foreigners, would be dangerous here. A native force is that which is required.

It might be useful even to send the Body guard here, provided they could bring their horses, and leave my good but useless friend Captain Frazer behind.

I am persuaded you will omit no practicable effort for our assistance. Notwithstanding the retreat of the Shah I request that you will leave on the Frontier of Oude a force sufficiently respectable to keep Sindia in check. This is the safest mode of securing his friendship. Barlow is apprized of my ideas on this subject.

I trust that the story of Richery's fleet is a fable, as far as it relates to India: he left France nearly a year ago. But I think it prudent to strengthen the Admiral as much as possible.

I hope to be able to write to you soon more fully in the mean while, believe me, my dear Sir, with great esteem and regard.

Your most faithful servant,
Mornington

DN 53

Treaty between Lord Wellesley and Nawab Saadat Ali Khan of Oudh, dated the 10th of November, 1801.

Treaty between the Honourable East India Company and His Excellency the Nabob Vizier-ul-Mamaulik Yemeen-oo Dowlah, Nazim-ool-Moolk Saadat Ali Khaun Bahauder, Mobaurez Jung, for ceding to the Company in perpetual sovereignty certain portions of His Excellency's territorial possessions in commutation of the subsidy now payable to the Company by the Vizier.

Whereas by the Treaty now subsisting between His Excellency the Vizier and the Honorable the East India Company,

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the Company have engaged to defend His Excellency's dominions against all enemies, and to enable him to fulfil that engagement His Excellency is bound by the aforesaid Treaty to pay to the Company in perpetuity the annual subsidy of seventy-six lacs of Lucknow sicca rupees and is further bound by the said Treaty to defray the expense of any augmentation of force, which, in addition to the number of troops stipulated in the Treaty, shall be judged necessary to enable the Company to fulfil their engagements of defending His Excellency's dominions against all enemies; and whereas it is advisable that the funds for defraying these charges be established on a footing which shall admit of no fluctuation of either increase or decrease, and which shall afford satisfaction and security to the Company in regard to the regular payment in perpetuity of all such charges; the following Treaty consisting of ten articles is concluded on the one part by His Excellency the Most Noble Marquis of Wellesley K.P., Governor-General for all affairs, Civil and Military, of the British Nation in India through the Honorable Henry Wellesley and Lieutenant Colonel Scott, under full powers vested in them by the said Governor-General for the purpose of concluding a Treaty with His Excellency the Vizier in the name and on the behalf of the Governor-General, and on the other part, by His Excellency the Nabob Vizier-ul Momalik Yemeen-oo Dowla, Nazim-ool-Moolk, Saadat Ali Khan Behauder, Mobauriz Jung, on behalf of himself and his heirs and successors for ceding to the Honorable the English East India Company in perpetual sovereignty, certain portions of His Excellency's territorial possessions in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to His Excellency on account of Company's defensive engagements with His Excellency.

Article first

His Excellency the Nabob Vizier hereby cedes to the Honorable the East India Company, in perpetual sovereignty, the undermentioned portions of his territorial possessions, amounting in the gross revenue to one crore and thirtyfive lacs of rupees, including expenses of collections in commutation of the subsidy, of the expenses attended on the additional troops and of the Benares and Farrukhabad pensions.

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Statement of the Jumma.

Chuklah Corah, Kurrah and Chuklah Etawa		55,48,577	11	9
Kehr and others		5,33,374	0	6
Farrukhabad and others		4,50,001	0	0
Khairaghur and others		2,10,001	0	0
Azimghur and others—				
Azimghur Mownaut Bunjun		6,95,624	7	6
Goruckpore and others and Butwul	Goruckpore 50,9,853 Butwul 40,001	5,49,854	8	0
Soubat of Allahabad and others		9,34,963	1	3
Chuklah Bareilly, Asophabad, and Kelpoory		43,13,457	11	3
Nabob Gunge, Kehly, and others ...		1,19,242	12	0
Mohoul and others, with the exception of the Talook of Arwul		1,68,378	4	0
Total Jumma L.S.Rs.		1,35,23,474	8	3

The above mentioned Mahauls being ceded to the Honorable Company as held by the Aumils, in the year 1208 Fuslee, no claims are to be hereafter made on account of villages or lands which in former years may have been added to, or separated from the said Mahauls.

Article second

The subsidy which by the second Article of the Treaty of 1798, His Excellency engages to pay to the Company (now that territory is assigned in lieu thereof and of the expenses of the additional troops) is to cease for ever and His Excellency is released from the obligation of defraying the expenses of any additional troops which at any time may be required for the protection of Oude and its dependencies, whether of the countries ceded to the Company or the territories which shall remain in the possession of His Excellency the Vizier.

Article third

The Honorable the East India Company hereby engage to defend the territories which will remain to His Excellency the Vizier against all foreign and domestic enemies, provided always

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that it be in the power of the Company's Government to station the British troops in such parts of His Excellency's dominions as shall appear to the said Government most expedient; and provided further that His Excellency retaining in his pay four battalions of Infantry,—one battalion of Nujeebs, and Muwattees, two thousand horsemen and to the number of 300 Golandauze, shall dismiss the remainder of his troops, excepting such number of armed peons as shall be deemed necessary for the purpose of the collections and a few horsemen and Nujeebs to attend the peons of the Aumils.

Article fourth

A detachment of the British troops with a proportion of artillery shall at all times be attached to His Excellency's person.

Article fifth

That the true intent and meaning of the First, Second, Third, and Fourth Articles of this Treaty may be clearly understood; it is hereby declared that the territorial cession being in lieu of the subsidy and of all expenses on account of the Company's defensive engagements with His Excellency no demand whatever shall be made upon the treasury of His Excellency on account of expenses which the Honorable Company may incur by assembling forces to repel the attack or menaced attack of a foreign enemy, on account of the detachment attached to His Excellenc'y person, on account of troops which may occasionally be furnished for suppressing rebellions or disorders in His Excellency's territories, on account of any future change of military stations or on account of failure in the resources of the ceded Districts, arising from unfavourable seasons, the calamities of war, or any other cause whatsoever.

Article sixth

The territories ceded to the Honorable Company by the first Article of this Treaty shall be subject to the exclusive management and control of the said Company and their officers and the Honorable East India Company hereby guarantee to His Excellency the Vizier and to his heirs and successors the possession of the territories which will remain to His Excellency after the territorial cession together with the exercise of his and their authority within the said dominions; His Excellency engages

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that he will establish in his reserved dominions such a system of administration, (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants and His Excellency will always advise with and act in conformity to the counsel of the officers of the said Company.

Article seventh

The Districts ceded by the first article of this Treaty shall be delivered over to the Company's officers from the commencement of the Fuslee year 1209 corresponding with the 22nd of September, A.D. 1801, and His Excellency will continue to pay the subsidy and the expense of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession from His Excellency's officers of the countries so ceded. The Company will not claim any payment of subsidy from His Excellency's treasury after their officers shall have obtained possession of the ceded Districts.

Article eighth

The contracting parties with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States hereby agree to frame a separate commercial treaty; in the mean time it is agreed that the navigation of the Ganges and of all other rivers where they may form mutual boundary of the two States shall be free and uninterrupted, that is to say, that no boats passing up and down the Ganges or other rivers where they form the mutual boundaries of both States, shall be stopped or molested for duties, nor shall any duties be exacted from the boats which put to in the possessions of either of the contracting parties without intention of landing their goods; it shall however be in the power of both Governments to levy such duties as they may think proper on goods imported into, or exported from, their respective dominions, not exceeding the present usage; it is further stipulated that no exemption from duties on articles purchased in His Excellency's reserved dominions for the consumption of the troops situated within the ceded territories shall be claimed after they shall have been delivered over to the Company's officers.

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Article ninth

All the articles of former treaties for establishing and cementing the union and friendship subsisting between the two States are to continue in full force and all the articles of the Treaty concluded by the late Governor-General Sir John Shore on the part of the Honorable the East India Company and His Excellency the Vizier in the year 1798 not annulled by this Treaty, are to remain in full force, and to continue binding upon both contracting parties.

Article tenth

This Treaty consisting of 10 articles has been settled and concluded through the Honorable Henry Wellesley and Lieutenant Colonel Scott under the full powers vested in them by the Governor-General as aforesaid with His Excellency the Vizier in the city of Lucknow on the tenth day of November in the year of our Lord one thousand eight hundred and one, corresponding with the second of the month of Rajib of the year twelve hundred and sixteen Heigira.

Wellesley

Ratified by His Excellency the most noble the Governor-General on the Ganges, near Benares, on the 14th day of November 1801

N. B. Edmonstone
Secy. to Gov.

Henry Wellesley
William Scott

DN 54

Treaty between Sarabhoji, Raja of Tanjore, and the East India Company, dated the 25th of October, 1799.

Treaty for cementing the friendship and alliance between the Hon'ble Company and His Excellency the Rajah of Tanjour, and for establishing the Government of Tanjour on a permanent foundation.

Whereas stipulations and conditions of the Treaty of 1792, concluded between the Hon'ble Sir Charles Oakeley Baronet, Governor in Council of Fort St. George, and His Excellency

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Ameer Sing, late Rajah of Tanjour, have been found inadequate to the intentions of the contracting parties; and whereas His Excellency Maha Rajah Sirfogee, Rajah of Tanjour, has by a certain instrument under his signature previous to his elevation to the Musnud of his ancestors, engaged to consent to such arrangements as may be deemed expedient for the better management of the country of Tanjour, particularly for the due administration of justice, and also for securing to the Hon'ble English East India Company a regular discharge of their existing and future demands on Tanjour; wherefore the present Treaty is concluded between His Excellency Sirfogee, Rajah of Tanjour, on his own part and Benjamin Torin, Esqr., Resident at Tanjour, on behalf of the Company, being invested with full powers by the Right Hon'ble the Earl of Mornington Behauder, Governor-General of Bengal, according to the following articles.

Article 1st

Such parts of all former Treaties with the former Rajahs of Tanjour, as are intended to establish the friendship and alliance between the Hon'ble Company and His Excellency the Rajah of Tanjour, are hereby strengthened and confirmed, and the contracting parties mutually agree that the friends and enemies of either shall be considered to be the friends and enemies of both.

Article 2nd

The several provisions heretofore established for enabling the contracting Parties to carry the spirit and intention of the preceding article into execution having proved defective, and the result of an enquiry instituted by the authority of the Right Hon'ble the Governor-General in Council with the previous written consent of His Excellency Maha Rajah Sirfogee for the purpose of ascertaining the actual state and condition of the country of Tanjour having proved that it has become indispensably necessary to establish a regular and permanent system for the better administration of the Province of the said country it is stipulated and agreed that all former provisions for securing a partial or temporary interference on the part of the Hon'ble Company in the Government, or in the administration of the revenues of the country of Tanjour shall be entirely annulled, and that in lieu thereof a permanent system for the collection of the revenue

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and for the administration of Justice shall be established in the manner hereafter described.

Article 3rd

The Hon'ble Company shall be at liberty as soon as possible to ascertain, determine and establish rights of property, and to fix a reasonable assessment upon the several Soubahs, Pergunnahs, and villages of the country of Tanjour, and to secure a fixed and permanent revenue, and the said assessment as ascertained and fixed shall not be liable to change, but shall be collected according to fixed rent rolls by such officers as shall be appointed for that purpose.

Article 4th

A court or courts shall be established for the due administration of civil and criminal justice under the sole authority of the English East India Company. The said Courts shall be composed of officers to be appointed by the Governor in Council of Fort St. George for the time being, and shall in no instance whatever be subjected to the control, authority or interference of the said Rajah, but shall be conducted according to such Ordinances and Regulations framed with due regard to the existing laws and usages of the country as shall from time to time be enacted and published by the said Governor in Council.

Article 5th

The revenues shall be collected according to the rates of assessment to be established by the 3d article by the officer to be appointed by the said Governor in Council for that purpose, and the said Rajah shall exercise no control whatever nor in any manner interfere in the administration of the said revenues.

Article 6th

Whereas it is stipulated and agreed by the article of the Treaty of 1792, that the payments to be made to the Hon'ble Company by His Excellency the Rajah shall amount to five lacs seventy-four thousand two hundred and eightyfive Pagodas per annum under the different denominations of subsidy, peshcush, public and private debts, it is now stipulated and agreed that these distinctions shall for ever cease, and that the whole revenue shall be collected and accounted for by the said Company, in the

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manner hereafter provided, the said Company charging themselves with the payment of that part of the registered private debt which has not already been transferred to their account.

Article 7th

In lieu of the said stipulations in the article of the Treaty of 1792, it is hereby stipulated and agreed that His Excellency the Rajah shall in all cases receive annually one lac of Star Pagodas, which shall be considered to be the first charge payable from the net revenue of Tanjour. In addition to the said sum of one lac of Star Pagodas His Excellency shall receive a proportion of one fifth to be calculated on the remainder of the net revenue after deducting all charges of collection of whatever description, and the charge specified in the following article.

Article 8th

It is stipulated and agreed that the sum of twentyfive thousand Star Pagodas shall, in all cases, be appropriated to the support of the late Rajah Ameer Sing ,and shall be considered as a charge on the revenue to be deducted previous to the calculation of the proportions of one fifth above mentioned. The residue of the revenue, after the foregoing deduction, shall be at the disposal of the said Company.

Article 9th

It is stipulated and agreed that the Rajah shall be treated on all occasions in his own territories as well as in those of the Company with all the attention, respect and honor which is due to a friend and ally of the British nation.

Article 10th

Whereas His Excellency the Rajah has had occasion to complain of inconvenience to His Excellency, and His servants from the present mode of garrisoning His Excellency's hereditary fort of Tanjour by a part of the Hon'ble Company's troops, it is stipulated and agreed with a view to the accommodation and satisfaction of His Excellency that the said fort of Tanjour shall be evacuated by the Company's troops entirely, and that His Excellency shall be at full liberty to garrison the said fort in such manner as to him shall seem fit. Provided always that in the event of an invasion of the territories of the Company, or of their allies, or in the event of any failure in the due performance

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of the engagements contracted by His Excellency the Rajah, the said Company shall again have power to occupy the said fort as a military post for the protection and mutual interests of the contracting parties; the said Company binding themselves to evacuate the said fort as soon as the reasons for reoccupying it shall no longer exist.

Article 11th

His Excellency the Rajah stipulates and agrees that the said fort shall in no case whatever become an asylum for public offender or for persons desirous of escaping from the jurisdiction of the Court of Civil or Criminal justice, or from the authority of the revenue officers, or of any other branch of the authority of the Hon'ble Company, and His Excellency the Rajah further agrees to deliver up all such persons without delay on application from such officer or officers as the Governor in Council of Fort St. George shall appoint for the purpose.

Article 12th

In complaints brought before any of the Courts of Justice, in which it shall appear either by the application of the Rajah or the representation of the defendants at or before the time of giving in his or her answer or by the petition of the complaint that both parties are relations or servants or dependants of His Excellency or inhabitants usually resident within the fort of Tanjour, it is stipulated and agreed that such parties shall in the first instance be referred for justice to the Rajah, or to any person he may appoint to dispense it. Any complaint against the Rajah's relations, immediate servants, or other residing in the fort of Tanjour by persons of a different description shall in the first instance be made to the Company's representative at Tanjour, who shall prefer it to His Excellency. The Rajah hereby engages to order an immediate investigation to be made in his Court of Justice, or in case the parties should desire it, to order the dispute to be referred to a proper arbitration, His Excellency engaging to bring it to a direct issue and to carry the sentence or award if unfavourable to his relation or servant into immediate execution.

Article 13th

In order that His Excellency the Rajah may have full satisfaction in respect to the revenues of the territory hereby

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subjected to the management of the Company, His Excellency shall be at liberty to inspect the accounts of the Head Cutchery, or Collector's treasury, from time to time, or to station a Vakeel, or accountant at his own expense for the purpose of taking and transmitting to His Excellency copies of any or of all the accounts which shall be recorded in the Head Cutcherry or treasury of the Collector.

Article 14th

Whereas a certain annual peishcush, amounting to Chuckrums 2000 is payable by the Danish Government of Tranquebar for lands held of the Rajahs of Tanjaur in the vicinity of that place, it is stipulated and agreed that the said peishcush shall continue to be received by His Excellency the Rajah without any deduction from His Excellency's proportion of the revenue as herein before stipulated.

Article 15th

And whereas it is necessary to the convenience and comfort of His Excellency the Rajah, that certain supplies of rice, gram, and other grains should be supplied for the use of His Excellency, the Company bind themselves to furnish the said supplies as often as the Rajah shall find it necessary to apply for this purpose, His Excellency binding himself to pay for the said grain with the charge of transportation, at the rate of the current prices for the time being.

The Treaty consisting of fifteen articles being settled this day, the 25th October, 1799, corresponding to the 12th of Alpeshy in the year Sedhartey by Benjamin Torin, Esqr, on the part of and in the name of the Right Hon'ble Richard, Earl of Mornington, Governor-General, aforesaid, and by His Excellency Maha Rajah Sirfojee Rajah on his own part, the said Benjamin Torin, Esqr, has delivered to His Excellency Maha Rajah Sirfogee Rajah one copy of the same, signed and sealed by himself, and His Excellency Maha Rajah Sirfogee Rajah has delivered to Benjamin Torin, Esqr, another copy of the same, sealed and signed by himself; and Benjamin Torin Esqr, engages that the said Treaty shall be ratified by the Right Hon'ble the Governor -General under his seal and signature within fortyfive days from the date hereof.

Benj Torin,
Resident

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DN 55

Treaty between the British and Nawab Walajah Azim-ud Daulah of the Carnatic, dated the 31st of July, 1801.

The Treaty for settling the succession to the Soubahdhary of the territories of Arcot and for vesting the Administration of the Civil and Military Government of the Carnatic Payen Ghaut in the United Company of Merchants of England trading to the East Indies.

Whereas the several treaties, which have been concluded between the United Company of Merchants of England trading to the East Indies and Their Highnesses, heretofore Nabobs of Carnatic, have been intended to cement and identify the interests of the contracting Parties; and whereas in conformity to the spirit of this Alliance the said Company did, by the Treaty concluded on the 12th of July, 1792, with the late Nabob Walajah, relinquish extensive pecuniary advantages, acquired by the previous Treaty of 1787 with the view and on the condition of establishing a more adequate security for the interests of the British Government in the Carnatics, and whereas subsequent experience has proved, that the intention of the contracting parties has not been fulfilled by the provisions of any of the treaties heretofore concluded between them, and whereas the Musnud of the Soubahdary of the territories of Arcot has now become vacant; and whereas the right of the Prince Azeem-ul Dowlah Behauder founded upon the hereditary right of his father, the Nabob Ameer-ul Omrah Behader, to succeed to the rank, property and possessions of his ancestors, heretofore Nabobs of the Carnatic, has been acknowledged by the English East India Company, and whereas the said Company and His said Highness the Prince Azeem-ul Dowlah Behauder have judged it expedient that a new treaty shall at this time be executed for the purpose of supplying the defects of all former engagements and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come; Wherefore the following Treaty is now established and concluded by the Right Honorable Edward Lord Clive, Governor in Council of Fort St. George, by and with the sanction and authority of His Excellency the Most Noble the Marquis Wellesley, K.P., Governor-General in Council of all the British possessions in the East Indies on behalf of the said United Company,

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on the one part, and by His Highness the Nabob Walajah Ameer Ul Omrah, Madar-ul-Mulk, Ameer-ool-Hind Azeem-ul Dowlah Behauder, Showkut Jung Sepah Salar, Nabob Soubahdar of the Carnatic, on his own behalf on the other, for settling the succession to the Soubadary of the territories of Arcot, and for vesting the administration of the Civil and Military Government of the Carnatic in the United Company of Merchants of England trading to the East Indies.

Article 1st

The right of the Nabob Azeem-ul Dowlah Behauder to succeed to the state and rank, and to the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic, is hereby formally acknowledged and guaranteed by the Hon'ble East India Company to His said Highness Azeem-ul Dowlah Behauder, who has accordingly succeeded to the Soubahdary of the territories of Arcot.

Article 2nd

Such parts of the Treaties heretofore concluded between the said East India Company and Their Highnesses heretofore Nabobs of the Carnatic, as are calculated to strengthen the alliance to cement the friendship and to identify the interests of the contracting parties, are hereby renewed and confirmed; and accordingly the friends or enemies of the one party shall be considered to be the friends or enemies of both parties.

Article 3rd

The Hon'ble Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic and for the protection of the rights, person, and property of the said Nabob Azeem-ul Dowlah Behauder; and with the view of reviving the fundamental principles of the alliance between his ancestors and the English Nation, the said Nabob Azeem-ul Dowlah Behauder stipulates and agrees that he will not enter upon any negotiation or correspondence with any European or Native Power without the knowledge and consent of the said English Company.

Article 4th

It is hereby stipulated and agreed that the sole and exclusive administration of the Civil and Military Government of all the

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territories and dependencies of the Carnatic Payen Ghaut together with the full and exclusive right to the revenues thereof (with the exception of such portion of the said revenues, as shall be appropriated for the maintenance of the said Nabob and for the support of his dignity) shall be for ever vested in the said English Company, and the said Company shall accordingly possess the sole power and authority of constituting and appointing without any interference on the part of the said Nabob all officers for the collection of the revenues, and of establishing Courts for the administration of Civil and Criminal Judicature.

Article 5th

It is hereby stipulated and agreed that one fifth part of the nett revenues of the Carnatic shall be annually allotted for the maintenance and support of the said Nabob and of his own immediate family including the Muhal of His late Highness the Ameer ul Omrah; the said fifth part shall be paid by the Company in monthly instalments of twelve thousand star Pagodas; and whatever circumstance may occur affecting the nett revenue of the Carnatic the said instalments shall not be less than twelve thousand star pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year shall be liquidated upon a settlement of the accounts; and the said fifth part shall be at the free disposal of the said Nabob consistently with the principles of the said alliance.

Article 6th

The fifth part of the revenue, as stated in the preceding article, shall be calculated and determined in the following manner, *viz.*, all charges of every description incurred in the collection of the revenue, the amount of the Jughire lands stated in the 9th article of the Treaty of 1787 at pagodas 2,13,421 and the sum of pagodas 6,21,105 appropriable to the liquidation of the debts of the late Mohammed Ally, shall in the first instance, be deducted from the revenues of the Carnatic, and after the deduction of those three items shall have been made, one fifth part of the remaining net revenue (including the Poligar Peishcush, which shall always be calculated at the sum of star psgs: 2,64,704-20-26 according to the Treaty of 1792) shall be allotted for the maintenance of the said Nabob and for the support of His Highness's dignity.

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Article 7th

Whereas it was stipulated by the fourth article of the Treaty of 1792 that the sum of six lacs, twentyone thousand, one hundred and five star pagodas should annually be applied to the discharge of certain registered debts due by the late Nabob Mohammed Ally to his private creditors under agreements concluded between His Highness and the Hon'ble Company and guaranteed by the Parliament of Great Britain until the said registered debt should be liquidated, the Hon'ble English Company accordingly hereby charges itself with the annual payment of 6,21,105 pagodas from the revenue of the Carnatic until the remainder of the said registered debt shall be liquidated.

Article 8th

Whereas certain debts are due to the said Company by the ancestors of the said Nabob, and whereas it is expedient in order that the present Treaty may include a complete arrangement of all affairs depending between the said Company and the said Nabob, that an adjustment should be made of the above mentioned debts, wherefore the said Nabob formally and explicitly acknowledges the debt, commonly called the Cavalry Loan, amounting with its interests to star pagodas 13,24,342-6-47 and also the portion of the registered debt, heretofore paid by the said Company to the creditors of the late Nabob Walajah (according to the annexed schedule) to be just debts; and whereas exclusively of the above mentioned debts, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor-General in Council of Bengal, and whereas the said unadjusted debts have not been determined according to that intention, the said Nabob hereby engages that whenever the said determination shall be made His Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not however the intention of this article to cause any diminution from the fifth part payable to the said Nabob, but on the contrary, it is specified that no deduction shall be made from the revenue on any account whatever, excepting the three items stated in the 6th article, previously to the determination of His Highness's proportion.

Article 9th

The English Company engages to take into consideration the

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actual situation of the families of Their Highnesses the late Nabobs Walajah and Omdut-ul-Omrah Behauder, as well as the situation of the principal officers of His late Highness's Government, and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a suitable provision for their respective maintenance. The amount of the above mentioned expenses, to be defrayed by the Company, shall be distributed with the knowledge of the said Nabob, in such manner as shall be judged proper.

Article 10th

The said Nabob Azeem-ul Dowlah Behauder shall in all places, on all occasions, and at all time be treated with the respect and attention due to His Highness's rank and situation as an ally of the British Government, and a suitable guard shall be appointed from the Company's troops for the protection of His said Highness's person and palace.

Article 11th

The entire defence of the Carnatic against foreign enemies and the maintenance of the internal tranquillity and police of the country having been hereby transferred to the British Government, His said Highness engages not to entertain or employ in his service any armed men without the consent of the British Government, who will fix in concert with His Highness the number of armed men necessary to be retained for purposes of State. Such armed men, as His Highness may in consequence of the Article, engage in his service, shall be paid at the exclusive cost and charge of the said Nabob.

Article 12th

The Hon'ble East India Company shall, in conformity to the stipulations of the Treaty, enter upon the exclusive administration of the Civil and Military Government of the Carnatic on the thirty first day of July A.D. 1801, and His said Highness the Nabob shall issue orders to all his Civil and Military officers to transfer the District or Districts under their respective charge to such persons, as shall be appointed by the said Company to manage the said Districts, and also to deliver to the persons appointed all records, accounts and official papers belonging to their respective Cutcherries, or offices.

This Treaty, bearing date the thirty first day of July A.D.

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1801 and consisting of twelve articles, having been executed by Edward Lord Clive, Governor in Council aforesaid, on the one part, and His Highness Azeem-ul Dowlah Behauder, on the other part, is hereby mutually interchanged, the said Edward Lord Clive engaging, that a copy of the said Treaty shall be transmitted to Fort William for the purpose of being ratified by His Excellency the Most Noble the Marquis Wellesley, K.P., Governor-General in Council, and that, as soon as the ratified Treaty shall be received from Bengal, it shall be delivered to His said Highness, who will then return to His Lordship the copy which he now receives.

Schedule of the Account referred to in the 8th article of this Treaty.

		Star Pagodas
Amount paid by the Company to His Highness the Nabob's creditors on account of his consolidated debt of 1777		26,47,381
Deduct—		
Receipts of revenue from the Carnatic surplus to the fixed military subsidy in the Fasly years 1200 and 1201 ...	8,29,481	
Interest at 6 per cent for 4 and ½ years	2,23,960	10,53,441
Balance due by the Nabob ...		15,93,940
Add—		
Interest for 4 years and 11 months at 6 per cent ...		4,70,211
Actual Balance Str Pag.		20,64,151

Clive
J. Stuart
Wm. Petrie
E. W. Fallofield

By the Right Hon'ble the Governor-General in Council
J. Webbe,
Chief Secy. to Government

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DN 56

Treaty between Marquess Wellesley and the Raja Bala Rama Varma, Raja of Travancore, dated the 12th of January, 1805.

Treaty of perpetual friendship and alliance between the Honorable English East India Company Bahadur and the Maha Rajah Ram Rajah Bahadur, Rajah of Travancore.

Whereas the Treaty concluded in the year 1795 between the Honorable Company of Merchants of England trading to the East Indies, and His late Highness the Rajah of Travancore was intended to defend and protect the Travancore country against foreign enemies, and to strengthen and fix the terms of the ancient friendship and alliance subsisting between the Company and the Rajah of Travancore and whereas it is evident that the intentions of the contracting parties have not been duly fulfilled —and whereas the said Company and the Rajah of Travancore have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects in the said Treaty, and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come.

Therefore in order to carry into effect the said intentions the present treaty is concluded by Lieutenant Colonel Colin Macaulay, the Resident at Travancore, on the part and in the name of His Excellency the Most Noble Marquis Wellesley, K.P. and K.C., Governor-General in Council of all the British possessions in the East Indies, and by His Highness the Rajah of Travancore for himself, agreeably to the following articles, which shall be binding on the contracting parties as long as the Sun and Moon shall endure.

Article first

The friends and enemies of either of the Contracting Parties shall be considered as the friends and enemies of both, the Hon'ble Company especially engaging to defend and protect the territories of the Rajah of Travancore against all enemies whatsoever.

Article second

Whereas by the seventh article of the Treaty concluded in the year 1795 between the Ram Rajah Bahadur and the English

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East India Company Bahadur it was stipulated that when the Company shall require any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such number as may be in his power from his regular Infantry and Cavalry exclusive of the native Nayers of his country, and the Company being now willing entirely to release the Rajah from the obligation incurred under the said stipulation, it is hereby concluded and agreed that the Ram Rajah Bahadur is for ever discharged from the aforesaid burdensome obligation.

Article third.

In consideration of the stipulation and the release contained in the first and second articles whereby the Company became liable to heavy and constant expense, while great relief is afforded to the finances of the Rajah, His Highness engages to pay annually to the said Company a sum equivalent to the expense of one Regiment of Native Infantry in addition to the sum now payable for the force subsidised by the third article of the Subsidiary Treaty of 1795; the said amount to be paid in six equal instalments to commence from the first day of January, one thousand eight hundred and five; and His said Highness further agrees that the disposal of the said sum together with the arrangement and employment of the troops to be maintained by it, whether stationed within the Travancore country or within the Company's limits, shall be left entirely to the Company.

Article fourth

Should it become necessary for the Company to employ a larger force (than that which is stipulated for in the preceding article) to protect the territories of the said Maharajah against attack or invasion, His Highness agrees to contribute jointly with the Company towards the discharge of the increased expense thereby occasioned such a sum as shall appear on an attentive consideration of the means of the said Highness to bear a just and reasonable proportion to the actual net revenues of His Highness.

Article fifth

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the

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funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the preceding article of the present Treaty, it is hereby stipulated and agreed between the contracting Parties that whenever the Governor-General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds destined, the said Governor-General in Council shall be at liberty and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of revenues or for the better ordering of any other branch and department of the Government of Travancore, or to assume and bring under the direct management of the servants of the said Company Bahadur such part or parts of territorial possessions of His Highness the Maha Rajah Ram Rajah Bahauder, as shall appear to him the said Governor-General in Council necessary to render the said funds efficient and available either in time of peace or war.

Article sixth

And it is hereby further agreed that whenever the said Governor-General in Council shall signify to the said Maha Rajah Ram Rajah Bahadur that it has become necessary to carry into effect the provisions of the fifth article—His said Highness Maha Rajah Ram Rajah Bahaudur shall immediately issue orders to his Aumils or other officers either for carrying into effect the regulations or ordinances according to the tenor of the fifth article, or for placing the territories required under the exclusive authority and control of the English Company Bahaudur and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor-General in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said Military funds, and of providing for the effectual protection of the country and the welfare of the people; provided always that whenever and so long as any part or parts of His said Highness's territories shall be placed, and shall remain under the exclusive authority and control of the said East India Company, the Governor-General in Council shall

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render to His Highness a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall His Highness's actual receipt or annual income arising out of his territorial revenue be less than the sum of two lacs of rupees together with one fifth of the net revenues of the whole of his territories, which sum of two lacs of rupees together with the amount of one fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for His Highness's use.

Article seventh.

His Highness Maha Rajah Ram Rajah Bahadur engages that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company and their allies and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadur, or of any State whatever; and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadur.

Article eighth

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadur, and that he will apprehend and deliver to the Company's Government all Europeans of whatever description, who shall be found within the territories of His said Highness without regular passports from the English Government, it being His Highness's determined resolution not to suffer even for a day any European to remain within his territories unless by consent of the said Company.

Article ninth

Such parts of the Treaty of Anno Domini One thousand and seven hundred and ninetyfive (1795) between the East India Company and the late Rajah of Travancore as are calculated to strengthen the alliance to cement the friendship and to identify the interests of the contracting parties are hereby renewed and

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confirmed and accordingly His Highness hereby promises to pay at all times the utmost attention to such advices as the English Government shall occasionally judge it necessary to offer to him with a view to the economy of his finances, the better collection of his revenues, the administration of Justice, the extension of Commerce, the encouragement of trade, agriculture and industry, or any other objects, connected with the advancement of His Highness's interests, the happiness of his people, and the mutual welfare of both States.

Article tenth

This Treaty consisting of ten articles being this day the twelfth day of January, one thousand eight hundred and five settled and concluded at the fortress of Teeroovanandapooram in Travancore by Lieutenant Colonel Colin Macaulay on behalf and in the name of His Excellency the Most Noble Marquis Wellesley, K.P., and K.C., Governor-General in Council with the Maharajah Ram Rajah Bahadur; he has delivered to the said Maha Rajah one copy of the same in English and Persian signed and sealed by him, and His Highness has delivered to the Lieutenant Colonel aforesaid another copy also in Persian and English bearing his seal and signature and signed and sealed by Vayloo Tomby, Dewan to the Maha Rajah, and the Lieutenant Colonel aforesaid has engaged to procure and deliver to the said Maha Rajah without delay a copy of the same under the seal and signature of His Excellency the Most Noble Marquis Wellesley, Governor-General in Council, on the receipt of which by the said Maha Rajah the present Treaty shall be deemed complete and binding on the Honorable the English East India Company and on the Maha Rajah Ram Rajah Bahadur of Travancore and the copy of it now delivered to the said Maharajah shall be returned.

DN 57

Letter, dated the 16th of June, 1801, to the Governor in Council from Sir Arthur Wellesley.

Seringapatam June 16th, 1801

My Lord,

A Vaqueel from Babá Saheb and Bill Keshen Lutchna, two of the Mahratta Chiefs on the frontier, who cooperated with the

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troops under my command in the last year arrived here some days ago, and in obedience to your Lordship's order given in a letter from the Secretary of Govt. on the 7th October 1799. I had a conference with him, the purport of which is stated in the enclosed paper.

I have transmitted a copy of this paper to Lt.Col. Close.

The Vaqueel is still here.

I have the Honour to be
My Lord with the greatest respect,
Your Lordship's
Most obedient humble Servant
Arthur Wellesley

The Right Hon'ble the Governor in Council

Cover

From Col. Wellesley, June 16th, 1801

Report of an interview with the Vakeel of Baba Sahib, the son of Pu . . . Bhow

In Lord Clive's separate correspondence
"Mahratta Affairs".

DN 58

Letter, dated the 27th of September, 1803, to J. H. Piele from Arthur Wellesley from the Camp at Assaye.

Camp at Assaye
September 27th 1803

My dear Piele,

I have not had leisure till this day to write to you to inform you that I attacked the United Armies of D. R. Scindiah and the Rajah of Berar with my division on the 23rd (and) that they were completely defeated and lost all their cannon of which I have got above 90 pieces, 72 of them very fine Brass Ordnance, 26 (I believe) Iron the latter of which I am now destroying. Our loss had been very great, but I hope that the public will not think it too great a sacrifice for the advantage we have gained. All that I can say is that we could not have gained it with less

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loss, and I am afraid that if I had gone otherwise to work it would have been greater.

Your brother's corps was employed in guarding our Baggage; he was not therefore in the action. If he had been he would have been initiated in the very hottest fire and the most desperate battle I ever saw, and I believe that ever was fought in India.

The Troops behaved admirably.

I lost two horses, Diodoned piked and the Bay shot under me. I shall therefore be obliged to you if you will send me the Horse belonging to me which is at Henry(?) Henr. . . .(?) by the first opportunity; or if you can prevail upon Pomaya to send a few Horsemen with him to travel twenty or twenty-five miles a day, it will . . . better, with a steady person to take care of him. They may come in safety at all events as far as Anedhalpur (?) and I will send . . . to that place respecting them.

I enclose a passport for the Horse, and a letter for Pomaya.

The enemy have fled down the Ghauts. Colonel Stevenson is after them. I am detained by the necessity of providing for the security of my wounded, and captured ordnance.

Believe me,
Ever yours most sincerely,
Arthur Wellesley.

J. K. Piele Esq.

DN 59

Letter, dated the 6th of February, 1804, to Marquess Wellesley from Sir John Malcolm.

Official No. 5

To

His Excellency the Most Noble Marquess Wellesley

My Lord,

1st. I have, in attention to the instruction of the Hon'ble General Wellesley, made every endeavours to ascertain the numbers of the troops with Daulut Row Scindiah and I have now the honor to enclose for your Excellency's information a return which I believe contains a pretty correct statement of that

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part of the Maharajah's army which is in the Deckan. I have subjoined a list of the chiefs of Daulut Row Scindiah and an estimate of the forces employed under their command in Malwah and Hindostan, but I am inclined to believe that little reliance is to be placed on the exactness of this general estimate though it is the best that I could obtain. I have annexed to this return a list of the principal officers of Government, and of the officers of the Presence, and of the Household and have occasionally made such remarks opposite their names and those of the officers of the army as seemed necessary to explain the nature of their respective stations to show the period at which they attained their present rank or the causes which have led to their promotion and I have also added some short explanatory note and an account of the Bhyes of the late Madhajee Pateul, and those of Daulut Row Scindiah.

2nd. This document is, I am aware, very incomplete but its purpose will be fully answered if it conveys a tolerably just idea of the present state of the army of Daulut Row Scindiah, and affords your Excellency general information of the names and stations of the principal Civil and Military officers of that chief's Government.

3rd. I have yet been too short a period at this court to state with any confidence my sentiments of its character, or to offer any opinions upon the conduct of the administration of the Maharajah's Government, but I am too sensible of the importance which must attach at the present moment to every information however defective upon these subjects to hesitate in communicating to your Excellency the observations I have made since my arrival in the camp.

4th. It is difficult to discover the real character of a Prince, who like Daulat Row Scindiah succeeded to power before he had reached the years of maturity and who still continues with the habits of youth to prefer indulgence in pleasure to occupation in business, and the pursuit of amusements to the cares of Government and consequently leaves the administration of all public affairs in the hands of Ministers, agreeably to whose acts, he at one time appears mild and generous, and at another cruel and avaricious as it is an allowed fact that this chief is more deficient in application than in ability, it may be expected that he will erelong see the necessity of a personal attention to his own interests as the only possible means by

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which he can hope to restore his dominions to a state of peace and prosperity.

5th. The pride of Daulat Row Scindiah has been severely wounded by the events of the late war and he has been willing to attribute his want of success to every cause but the real one—the superior skill and valor of those to whom he was opposed, he has at one time expressed suspicions of the fidelity of his Ministers, at another loaded his army with reproaches, and went so far after the action of Assaye at which his personal gallantry was conspicuous as to beat with his own hand one of his principal Sirdars whom he accused of cowardice, and he has subsequently treated the Sirdars of his Sillahdar Horse on several occasions with great haughtiness and contempt, and by this conduct alienated many from their attachment, increased the spirit of mutiny and disaffection which had long pervaded the majority of that part of his army who are at present upwards of fifteen months in arrears.

6th. To this violence in the conduct of Daulat Row Scindiah the defection of the Hindostan chiefs Mahomed Khan Afrudee, Bahauder Khan, Kummerul din Khan and others who left his army with fifteen thousand Horse a few days after the battle of Assaye, may perhaps in some degree be attributed, though this defection has been generally imputed, to the impression which the success of that action made upon these chiefs, and to the fall of the Prime Minister Jadoo Row Bhaskar whose personal influence and authority was very great, and whose death caused a derangement in the affairs of Daulat Row, which is yet far from being remedied.

7th. The arrears of the army are neither paid nor put into any train of liquidation. The infantry receive in small arrears on account sufficient for their subsistence, and the same attention is paid to such of the Horse as are immediately attached to the person of the Maharajah, but the others are neglected, except when the loudness of their clamours, or the violence of their actions, forces them into notice; when temporary expedients are used to pacify them for the moment, but no plan of final adjustment is ever adopted.

8th. The Sillahdar leaders who remain with Scindiah are bold in their remonstrances, in proportion as they see that chief dependent on their services, and they are no longer kept in check as they were formerly by the regular brigades, as there

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is only a skeleton of one of those brigades with the army and they will therefore in all likelihood succeed in extorting some attention to their claims, though it is highly probable that their conduct on this occasion will alienate the mind of the Maharajah more than ever from this class of troops, and make him adopt early measures to restore the strength of his Paejah (?) and regular infantry. The latter will, however, never reach its former excellence if he preserves in his present intention of admitting no European, and having all its officers either Hindoos or Mussulmans.

9th. I am persuaded that Daulat Row Scindiah does not possess the means of paying the whole arrears of his army, and the consequence must be that the numbers of the Sillahdar Horse now in his service will disperse. He will however manage by making grants of land, assignment of revenue and other expedients to retain most of the chiefs and the men can be easily collected again if required. The only immediate danger he has to fear is that of an attack from Holkar before he has had time to reform his army, or to recruit his resources.

10th. If the military affairs of Daulat Row Scindiah are in confusion, those of his civil administration are equally so, not from any division of councils or from any existing intrigues against his Government, for unanimity prevails among his Ministers, and the Bhyes of the late Mahdajee Scindiah who were the source of all former intrigue are in his camp, and every way submissive to his authority, but few of the members of the present temporary administration possess either influence or power, and having no hope of long retaining their authority they find it difficult to carry on the common duties of their offices, far less to attempt any of those energetic measures which appear so indispensable to extricate this Government from the state of distress in which it is involved.

11th. The relations of Jadoo Row Bhaskar still continue to hold the offices they filled during the life of that Minister with the exception of Annah, the brother of the deceased, who has lost his station of Bukshee but who yet retains the honorable post of Sicah Navese or Keeper of the Seal. They, however, no longer possess the power that should vest in their stations or meet with that support which is necessary to a performance of their duties, and the consequence is, that the business of some of the chief offices of the State is neglected and will

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continue to be so, until an arrangement is made by which the power is taken out of the hands of all in whom confidence is no longer placed.

12. Bappoo Willele Mahadeo, the present Prime Minister, though a very old and attached servant of the Maharajah had neither from rank or ability any pretension to the high office to which he has been raised. He was always a personal favourite with Daulat Row, but during the life of Jadoo Row was no more than Khass Novess or Controller of the household, an office of great trust but not of high rank. He seems to have been promoted at a moment of emergency from considerations which referred more to the ineligibility of others than to superior fitness for the office, he is esteemed a good man and possesses the entire confidence of the Maharajah, but his advanced age, the infirm state of his health and his want of family rank, and consequently of powerful adherents are all serious obstacles against the successful exertion of the arduous duties of his present station. He has however raised his reputation by the negotiation of the Treaty of Peace, and it is not unlikely that he looks to the cultivation of the friendship of the British Nation as a means of securing his personal authority as well as advancing the interests of his master's Government.

13th. It is the intention of the Maharajah to bring several of the friends and relations of the Ministers whom he executed at Poona in 1800 again into office, whether he is impelled to this measure by motives of policy or of superstition, I know not. It is said by some that he has an opinion of the ability of those he means to employ, while others affirm that it is deep contrition for the inexpiable crime of putting Brahmins to death, which he now considers as the remote cause of all his misfortunes, that has made him adopt this resolution, and that he is determined by heaping favours on the friends and relations of the deceased to make all the atonement in his power for his former guilt. Whatever be the motive the fact is certain, Yusubah the Karkoon of the late Jubah Dadah is appointed Paishkar of the Bukshee and has received charge of that high office from Annah, the duties of which he is directed to perform as Paishkar till the arrival of Krishen Row, the son of the unfortunate Narain Row Bukshee, who was put to death at Poonah, and the grandson of Jubah Dadah who was Bukshee during the life of Madhajee Scindiah, and for some time after the accession of Daulat Row.

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Krishen Row, who is quite a youth, is now in the Concan but he has been ordered to hasten to Berhanpore, and the Maharajah has requested me to write to the Resident at Poonah to facilitate his journey; Jugobah, a Shenavee Brahmin, the tribe to which all the Ministers that were put to death belonged, and who held office when they were in power, is now on his way to this Court from Nagpoor, while a brother of the late Luckeva Daadah is, I am told, expected from Hindostan.

14th. It was some time ago reported that the Maharajah had an intention of recalling Serjee Row Gautka to the administration of his affairs and the partiality of Daulat Row to his youngest wife Baezah Bhye who is the daughter of that chief made the fact not improbable but this intention, if it ever existed, is certainly at this time abandoned, or the friends and relations of the former Ministers would never have been sent for as they cannot but consider Serjee Row under whose influence Scindiah acted when those Ministers were put to death as the immediate cause of all their misfortunes. The return of Serjee Row Gautka to power would also be opposed by the adherents of the late Jadoo Row Bhaskar as he was a personal enemy of that Minister, and they would be joined by all the Brahmins who hold employment under this Government, who speak of the cruelty of Serjee Row's disposition, and the turbulence of his conduct with horror. Yet in spite of these serious obstacles, men well acquainted with this Court, think not impossible that the influence of Baezah Bhye assisted by some of the Mahratta chiefs may at a future period effect the restoration of her father to power, and whenever that event occurs, it will be attended with a change in many of the principal, and almost all the subordinate officers of Government.

15th. The consequences of the insubordination of the military, and of the unsettled state of the civil administration of the Government of Daulat Row Scindiah, are ruinous to the dominions of that chief. Those who have military power direct it to the attainment of plunder, while those who have civil authority are exclusively engaged in schemes for the promotion of their own interests, and make no efforts to restore the affairs of the state to order and prosperity, because they expect to derive no personal advantage from that object being effected.

16th. From every information I have received, the territories of Daulat Row Scindiah in Malwa are in a very desolate state. Of

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the condition of those in Candeish I can give your Lordship no adequate idea. That province is a complete desert. All the villages are abandoned, and their inhabitants have removed to the camp of Daulat Row Scindih as their only place of refuge from the excesses of the licensed plunderers of the army of that chief, while the grain was ripe and upon the ground they supported themselves without difficulty, but since it has been cut down and destroyed, they have experienced all the miseries of want and famine. Numbers of them perish daily, nor can they return to their habitations even if they had the means of supporting life while this army is in the Province as they would be there continually exposed to the attacks and violence of foraging and marauding parties. The number of these inhabitants with the army which is very great has added much to the general distress, and is indeed one cause of the present exorbitant price of grain, the coarsest kind of which is now selling at three seers the rupee and there is, I fear, but slender expectations of receiving any plentiful supplies.

17th. Under such circumstances it becomes a matter of astonishment that Scindiah does not detach the majority of his army into Malwah. It is now some time that a large body of his troops have been under orders to proceed to that Province. Their march is, I am informed, delayed for want of money and as this is a want which must every day become more pressing, on one part, and more difficult to answer on the other, it is likely to prove the source of very serious embarrassment.

18th. It is thought by many that the strength of Holkar in Malwah and the recent doubtful conduct of that chief are the causes which prevent Scindiah from returning to his capital, and make him even hesitate in sending part of his army into that Province. From this apprehension, if it really exists, Daulat Row can only be relieved by entering into defensive engagements with the British Nation, for the present affairs are in my opinion such that if he returns to Ougine without having formed that connection he must either fall under the power of his rival or admit his influence to an extent that will oblige him to adopt every measure which Holkar may dictate, and the magnitude of the evils which might result from the occurrence of either of these events is such as to make the immediate conclusion of a defensive alliance between the English Government and that of Daulat Row Scindiah an object of the highest political importance, and

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are essential as far as I can judge to the preservation of that tranquillity which has been so recently established.

I have the honor to be with the
greatest respect
My Lord
Your Excellency's most obedient
and most humble servant
John Malcolm

Camp near Berhanpore
February 6th 1804

DN 60

Partition Treaty between Peshwa and the East India Company, dated the 14th of May, 1804.

Treaty for the settlement of general peace in Hindoostan and Dekkan made for the improvement of the friendship between the English East India Company and its Allies, His Highness the Subahdar of the Dekkan, and His Highness Row Pundit Purdhaun Peshwa Bahadur, settled between the said Honorable Company and the said Allies by Lieutenant Colonel Barry Close, Resident at the Court of His Highness the Peshwa, in virtue of the power delegated to him by the most noble Richard Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Majesty's Most Honorable Privy Council, Governor -General in Council of all the British possessions, and Captain General of all the British land forces in the East Indies.

Whereas by the terms of the Treaties of peace concluded by Major General the Honorable Arthur Wellesley on the part of the Honorable Company and the Allies with Maharajah Syna Saheb Soobah Rajah of Berar at Deogaum on the 17th of December, 1803, and with Maharajah Dowlut Row Scindiah at Surje Arjongaum on the 30th of that month, which Treaties have been duly ratified by the Governor-General in Council, and by the Allies of the British Government, certain forts and territories have been ceded by Maharajah Syna Saheb Soobah and by Maharajah Dowlut Row Scindiah to the Honorable Company and its Allies, the following articles of agreement for the settlement of the said forts and territories have been concluded by the British Government and by the said Allies—

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Article 1st

The Province of Cuttack including the fort and District of Balasore and all cessions of every description made by the 2nd article of the Treaty of Deogaum or by any Treaties which have been confirmed by the tenth article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honorable English East India Company.

Article 2d

The territories of which Maharajah Syna Saheb Soobah formerly collected the revenues in participation with His Highness the Subahdar of the Dekkan and those formerly possessed by Maharajah Syna Saheb Soobah to the westward of the river Wurda, ceded by the 3d article of the Treaty of Deogaum, and the territory situated to the southward of the hills on which are the forts of Nernullah and Gawileghur, and to the westward of the river Wurda, stated by the 4th article of the Treaty of Deogaum to belong to the British Government and its Allies shall belong in perpetual sovereignty to His Highness to the Soobahdar of the Deccan with the exception of the Districts reserved to Syna Saheb Soobah in the 5th article of the said Treaty of Deogaum.

Article 3d

All the forts, territories and rights of Maha Rajah Dowlut Row Scindiah in the Doab, or the country situated between the Jumna and Ganges, and all his forts, territories, rights and interests in the countries which are to the northward of those of the Rajahs of Jypoor, and Joudhpoor and of the Rana of Gohud, ceded by the second article of the Treaty of Surje Arjongaum, shall belong in perpetual sovereignty to the Honorable Company.

Article 4th

The fort of Baroach and territory depending thereon ceded by the 3d article of the Treaty of Surje Arjongaum, shall belong in perpetual sovereignty to the Honorable Company.

Article 5th

The fort and city of Ahmed Nuggur together with such part of the territory depending thereon as is ceded by the 3d article of the Treaty of Surje Arjongaum to the Honorable Company

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and its Allies shall belong in perpetual sovereignty to His Highness the Peshwa.

Article 6th

All the territories which belonged to the Maharajah Dowlut Row Scindiah before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills including the fort and District of Jaulnapore, the Town and District of Gandapore and all other Districts between the Range of Hills and the river Godavery, ceded by the 4th article of the Treaty of Surje Arjongaum to the Honorable Company and its Allies, shall belong in perpetual sovereignty to His Highness the Soobahdar of the Dekkan.

Article 7th

All cessions made to the Honorable Company by any Treaties which have been confirmed by the tenth article of the Treaty of Surje Arjongaum shall belong in perpetual sovereignty to the Honorable Company.

Article 8th

This Treaty consisting of eight articles being this day the 14th of May, A.D. 1804, corresponding with the 3d of Suffer A.H. 1219, settled and concluded at Poona by Lieutenant Colonel Barry Close, Resident with His Highness the Peshwa, Lieutenant Colonel Close has delivered to His said Highness a copy of the same in English, Persian and Marhatta under the Seal and signature of the said Lieutenant Colonel Barry Close and His Highness the Peshwa has delivered to the said Lieutenant Colonel Close another copy also in Persian, Marhatta and English bearing the Highness's Seal and Lieutenant Colonel Close aforesaid has engaged to procure and deliver to His said Highness without delay a copy of the same duly ratified by His Excellency the Most Noble the Governor-General in Council, on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honorable the English East India Company, and on His Highness, and the copy of it now delivered to His said Highness shall be returned.

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DN 60A

Letter, dated the 7th of December, 1804, signed by William Bentinck.

Fort St. George
December 7, 1804

Dear Sir,

I have this day received your letter of the 6th December. I find the cavalry with you has been increased to 100 rank and file and that . . . impossible at present to furnish a greater number as the regiment at . . . may procure equipments. They shall be desired to comply with your requisition for reinforcements, in case, I may still hear from you that a further force in cavalry is necessary. I am afraid from accounts which have been received from the collector in the Jaghire of the difficulty of supplying grain for the troops in Wallajahbad. That you may experience same distress I have therefore directed that one month's supply of grain shall be sent from hence for the use of your detachment. Let me know by return of post if this precaution is unnecessary.

We have news from Bengal of the 28th November. General Lake had defeated Holkar's cavalry and General Fraser the infantry. The latter lost his Coy when Monson took the command. We have lost about 500 men killed and wounded. The loss of the enemy is said to be very great. We have taken 83 pieces of cannon. I should hope this will prove a decisive blow. The . . . who brought the Calcutta Gazette containing this intelligence met six Indiamen full of troops going into the Bengal river. All this good news is sadly counterbalanced by the death of that able and virtuous man, Mr. Webbe, to whom probably posterity will be more just than the present generation. I remain,

Your most obedient servant
W. Bentinck

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DN 60B

Letter, dated the 17th of February, 1801, to Henry Dundas from Lord Wellesley.

Most Private and Secret

Fort William,
February, 17th, 1801

My dear Dundas,

Although I have had reason to be displeased with some parts of Sir Alured Clarke's personal conduct towards me, which has been ungenerous and unmanly since the conquest of Mysoor, I have always treated him with every mark of respect and kindness. His weakness is rather to be pitied than censured; and I never have been a great admirer of the passion of revenge. I therefore most sincerely hope that he will be received with cordiality and honor on his return to England; and I assure you most truly that it will afford me real pleasure to hear that the King and the Company have distinguished him by marks of favour and approbation. His misconduct has been secret and frivolous although some time vexatious to me; but his public acts are irreproachable. Whatever may be my private opinion of the diminutive character of his mind, I should be grieved to occasion him a moment of pain; and I have parted from him with expressions of good will which his outward demeanour fully warranted, notwithstanding some little arts of interior intrigue, which I would willingly forget.

Ever yours most sincerely
Wellesley

DN 61

Letter, dated the 1st of October, 1801, to Henry Addington, Prime Minister of England, from Marquess Wellesley.

Private

Duplicate original By Georgine.
Monghyr—October 1st, 1801

My dear Addington,

The vexations and disappointments by which I have been assailed from England during the last eighteen months have occasioned my long silence, and my apparent neglect of many of your kind letters. My mind was so irritated and my spirit so

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deeply affected by the unkindness and apathy of my friends, and by the ingratitude of the Government at Home, that I could not have written without dwelling on those topics and I preferred silence to a correspondence so gloomy and melancholy. You will however naturally expect some communication from me in consequence of the late changes of administration at home, although I confess I could not have conceived it possible that you should not have written to me on the subject. You will not anticipate my congratulations from me on the events which have placed you in your present situations, nor can you suppose me to be sufficiently informed at this distance of all the causes, principles, and consequences of the change to offer any opinion upon it. It will be enough for me to assure you, most cordially, that I am satisfied from an intimate knowledge of your character, . . . an affectionate, and at the same time respectful confidence founded on that knowledge, that you have accepted the offices resigned by Pitt in strict conformity to your sense of public duty, and of private honor, and that you will always exercise your arduous charge on the same honourable, and virtuous principles, which induced you to accept it. Under this unalterable impression I offer you my warmest good wishes for your success. Various circumstances have occurred to render me desirous of possessing the means of relieving myself from the burthen of this Govt. without injury to the Public service, in the course of the year 1802. It is evident that I no longer possess that degree of credit either in the opinion of the court of Directors, or of Mr. Dundas, which is necessary to inspire confidence and to animate zeal in the discharge of my laborious duties. The Directors have been permitted to treat one in a manner which would have entirely destroyed the authority of the Governor-General of less personal influence, and less determination and which eventually may affect my means of conducting affairs in the same tone which I have hitherto preserved, without variation. The change which has taken place in the Govt. at home (it is no compliment to say) would not have excited any wish in my mind to resign this trust unless that change had involved some fundamental principle of general Govt. or of this particular Govt., it could not in any degree have affected any situation in India according to my conception of the duties which that situation imposes. Even an entire revolution in the administration at home would not in my judgment warrant an abrupt resignation of this charge

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in the present instance feeling my personal authority to be deeply wounded, viewing the Government of India at home to be falling rapidly into the hands of the Directors, and foreseeing the relaxation of the necessary control of the Crown on which I have always relied, and the consequent annihilation of all vigor, confidence, and dignity in the Government which I hold, I am anxious to retire before I can be compelled to become the instrument of my own disgrace, and of the loss of that portion of our Indian Empire, which was acquired by my exertions. Lord Lewisham, Mr. Scott, and (Mr. Dundas I suppose) can explain to you the manner in which the Court of Directors have interfered in my most confidential diplomatic appointment and in the reduction of the army in the face of my decided opinion. But I trust I shall never forget my obligations to the Company and to the Nation or the sense of my own character so far, as to relinquish this station while the public service shall demand my continuance, a case which supposes me to preserve the means of exercising the Govt. or rather to recover them, and to secure them for the remainder of my administration. If the offensive and ruinous orders of the Court could be revoked, if the arrangement of the army in the Peninsular could be referred to my discretion, if I could be left to chuse my instruments for the public service without the risk of interested and vexatious interference from home I might extend the period of my Government for two or three years more; but I consider these suggestions to be impracticable because I believe the Court of Directors to be too strong for the Government at home, and I cannot suppose Mr. Dundas to retain any power of controlling them after having accepted (very properly I think) a pension from the Company. The remaining alternative for my choice, consistently with the temper and caution which my duty prescribed, is to continue here until the Court of Directors shall be pleased to appoint a provisional successor to me in this Government; I must, therefore, remain until the season, commencing with the month of October 1802 and terminating in February 1803; I have not however resigned my charge even conditionally; I have merely desired that a provisional successor may be appointed to take the Government from me, when I may chuse to relinquish it. For a fuller explanation of my conduct I enclose copies of two letters from me to the Court, forwarded by this despatch. You will observe that I have conducted myself with respect and

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temper towards the Court; while I have reserved the power of determining after a successor shall have been named to me in India, whether the conduct of the Court shall have been such as to remove my objections to continuing in this office. I expect that Mr. Dundas will answer my application by sending out a permanent successor to take the Government from me; or in effect by dismissing me from the Government. Should this step be taken, it will be plain language which I am prepared to answer as plainly upon my return to my place in Parliament. You will observe that to you I have fully and clearly stated all my views: To others I have been more reserved. Mr. Dundas has used me unkindly and is concerned in every injury I have suffered. Lord Lewisham is new to his business and new to me and Mr. Scott, although a very worthy man, is our past India Director. On the whole I know that my character and the real condition of my Government will "purge off the baser fire victorious". In the mean while I must be content to sustain the vexations, which have been my reward and, as they have been of many better men. My principal request to you is that you will assist me in securing the safe and comfortable means of returning home between October 1802 and February 1803 if I find it necessary to resign. My great wish is to have a ship of war, if possible a 74 at my disposal to carry me home and I should be extremely obliged to you if you would obtain from the Admiralty a proper order for this purpose.

It appears to me that the order might express, "that as it seems possible Lord Wellesley might soon wish to return to England, as a mark of His Majesty's favour their Lordships direct that upon application to the Officer Commanding the Squadrons in India, or in the Red Sea, Lord W. be furnished with the largest Ship of War (if possible of 74 guns) for his accommodation on the homeward voyage, which can be spared from the Service, and that the ship so appointed do proceed to such port as Lord W. may name for his embarkation, and that the ship be directed to touch at the Cape of Good Hope, or at any port in the Indian seas which Lord W. may desire during the passage from the port of embarkation to the Cape. Such an advantage would render my returning voyage to Europe more safe and satisfactory to me than I could hope it would prove on board on Indiamen. I think it probable that I might chuse to return with Sir H. Popham in the Romney. May I

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request you to endeavour to obtain this order as a mark of King's favour, and to despatch it to me by express overland and by sea together with the appointment of my provisional successor. I cannot express to you how sensible I have felt your kind attentions to Lady Wellesley and to my children. I never receive a letter from her in which she does not mention some new instance of your kindness; and I assure you she is most grateful for your friendship. Pray remember me kindly to Mrs. Addington and to Harry and all my friends in your family not forgetting the Centaur . . for whose . . . letter I was very grateful. I suppose as he has got to the Treasury he has quitted all other medicine and now confines himself to Dr. Pitt's specific which you must remember to have been advertized by Fitz . . . some years ago. It is a very good alteration. We have found the benefit of it in India. Believe me Dear Addington with the greatest esteem, and affectionate attachment,

ever your truthful friend

I mean to write to Pitt by this despatch, although he has been so cruel as not to send me one line since his resignation. I think he will get well by being out of office, but it is a scandal upon you all that he should be so poor as I am told he is. I am at present engaged in a progress up the Ganges with a view to visit the upper Provinces. It is impossible to imagine any scene more majestic or more entertaining. You will be surprized to hear that I am become a very active horseman, that I take a great deal of exercise and *shoot tigers in trees*. These are all facts. I suppose you will imagine the stories to be composed by the story tellers of the Palace.

Octr the 3d on the Ganges between
Monghyr and Patna

I entirely omitted to return you my thanks for your attention to my brother William, whom you will find intelligent, of very quiet and vigorous understanding, extremely active and diligent and of the clearest integrity. He wrote to me as you desired, but I confess I expected a letter under your own hand.

You will remark that this letter is entirely of a confidential nature. You will however make such use of its general tenor as you may deem desirable.

I certainly look with great satisfaction to the pleasure of meeting many of my friends again, and none shall I meet with

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more joy than yourself, but is it not too vexatious that my return should be clouded by the reflection that I have absolutely been disgraced by the false honors which the King has inflicted upon me; that I have received from the Court of Directors every mark of indisposition to reward my services and of eagerness to reduce my reward within the narrowest limits which precedent would justify, that ultimately I have been insulted and outraged by every measure which could tend to degrade my character, to weaken my authority and to encourage factions, and divisions in the bosom of my Government. That I have not even been allowed to give my opinion respecting the extent of the force necessary to defend the new Empire acquired by my own exertion: but have been peremptorily ordered to reduce the army in the Peninsula to an extent, which would instantly leave all I have acquired naked and defenceless. That Mr. Dundas is a party to all these insults, outrages, and injuries and lastly (which is to me the most bitter of all my sufferings) that all the instrument which I have employed either in my wars or treaties or revolutions, have either been left unnoticed and despised, or have been dismissed from their offices, and stigmatized by authoritative censure and oppressions. In my conscience I believe that *somewhere* I shall find a jealousy of the lustre, which I *know* attends my administration here: there is a desire *somewhere* to keep me down, but I now feel health enough to enable me to front, and I trust to crush all such wickedness.

In one of your letters you talk of Park Place, it is the place in the world I should wish to inhabit, but I do not wish to purchase any place until my return to England. If the Court of Directors had been just, they ought to have added such a place to their pension. I suppose you know the history of the plan of quartering me on the Prize of the Army for £.1,00000. If I had accepted that offer my character would have been most *justly* ruined for ever.

Perhaps you and my brother William might contrive some means of securing to me the refusal of Park Place, if I should chuse to purchase it upon arrival in England. You allude to some such idea in one of your letter. I should highly approve it.

In reading over the last page, I see that I have not named disappointed of my instruments. They are *General Harris* who complains loudly of every species of personal indignity, and who has addressed his complaints to me in such terms as must compel

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me to vindicate his claim upon my return to England. The neglect of making him a Peer of Great Britain will prove ruinous to all spirit and zeal in this army. *General Baird* utterly unnoticed—*Colonel Wellesley* not only unnoticed, but his promotion protracted so studiously that every intriguer here believes it to be delayed for the express purpose of thwarting me. Major Kirkpatrick, Resident at Hyderabad, who concluded both treaties with the Nizam *unnoticed,* Lieut. Col. Kirkpatrick my most confidential instrument in all matter relating to the Native Powers dismissed by order of the Court of Directors from the office of Political Secretary, to which I had appointed him because he was the best qualified person in India to hold it; the services of the same persons in Mysore entirely neglected, as well as those of all the other Commissioners of whom two were my brothers. All these persons I had recommended in the strongest terms to the Government of India at home. Nor to this hour can I devise a rational motive for the treatment which these valuable characters have experienced, excepting it be a latent jealousy of my success, and as secret desire to suppress every character and circumstance which could render its lustre more distinguished in the eyes of the public. To these I should add Lord Clive unnoticed. Mr. Webbe of Madras dismissed. If it is to be understood that brilliant deeds achieved in India cannot cast their rays so far as St. James's, public spirit, honorable ambition, bold enterprize and laborious perseverance will vanish from the British Empire in Asia.

DN 62

Letter, dated March 13th, 1802, to Henry Addington from Marquess Wellesley.

Original and Duplicate by Lieutt
Coll Harcourt

Triplicate by the Mornington
Packet

Benares March 13th, 1802

Private

My dear Addington,

This dispatch conveys my resignation of this Government to the Court of Directors: my motives for this step are stated in

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a letter addressed to you under date the 10th of January, 1802. The whole packet is entrusted to Lieutenant Colonel Harcourt, who requires no introduction to you: but it may be useful to apprize you that he is well acquainted with the general state of affairs in India, and fully in the confidence of my particular sentiments. I place the greatest reliance on his discretion and honor, and I earnestly request you to converse confidentially and unreservedly with him on every topic connected with my situation and with the condition of my Government. I am satisfied that you will give your immediate and most serious attention to the subject of these dispatches as well on account of their importance to the public interests in India as of their intimate connection with my reputation and honor. The Court of Directors, I know to be anxious to wound my character, and to degrade my personal authority and until my arrival in Europe shall enable me to dispel their base calumnies. I rely on my personal friends and on my country to protect me against an interested and dishonest faction, which has forgotten my services, in their resentment of my attachment to the general interests of the Nation in India, and to the prosperity and welfare of fifty millions of its inhabitants. If I had sacrificed these considerations to the most narrow and erroneous prejudices of mercantile monopoly, I should have been a favorite in Leadenhall. But whatever may be my sentiments with regard to the Court, I trust you will approve the temper, and respectful tone of my dispatches addressed to that authority: I request you to send for them, they are not voluminous. The principal object of this letter is to apprize you that I am so convinced of the public importance of my continuance in India for one season beyond January 1803, that, notwithstanding my resignation, I am ready to remain in India on the following conditions until the close of January 1804, beyond which period of time it will be impossible for me to protract my continuance here.

1st. That the Court of Directors shall address a separate letter to me by express, intimating to me the desire of the court that I should continue at the head of the Government of India for another season, and assuring one, that I possess the full confidence of the court, and that I shall receive its cordial support, and co-operation, during the remainder of my Government.

2ndly. That His Majesty's Ministers shall convey to me an assurance of their confidence, and of their intention to afford

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me full support and protection, and with these views shall afford me the further assurance, that during the remainder of my Government, the Court of Directors shall not interfere by direct appointments from home in the local executive administration of any of the Presidencies, but that the Government of India shall be maintained in a proper condition of dignity, authority, and power, and suffered to exercise the free selection of the necessary instruments for the conduct of subordinate official duties. This assurance from His Majesty's Ministers may be conveyed through the channel of private letters from you or Lord Dartmouth.

The 1st condition is absolutely requisite for the maintenance of my authority in India and copies of the letter of the court should be transmitted to each of the subordinate Presidencies. I require no assurance from the court which shall limit their supposed patronage: but I shall consider any direct appointment from home to an Executive office in India, below the Council, equivalent to my recall (with the exception however of certain offices in the Marine which the court has usually given at home). The 2nd condition is necessary to prevent me from suffering during the year 1803-4 the same vexations, and embarrassments which have caused my resignation. Without some security of this nature the Court of Directors might contrive to frustrate my powers of control over the subordinate Presidencies, and to extinguish my authority in Bengal.

The principal objects which I hope to accomplish by remaining in India one year after the month of January 1803, are these; the complete settlement of the ceded Provinces in Oude, which under proper arrangements will soon produce a revenue nearly equal to that of Bengal. The introduction into the territories subject to Fort St. George of the same system of Govt., under which Bengal to have risen to such a state of opulence and prosperity. The reduction of expenses and augmentation of resources at all the Presidencies in consequence of the peace and the establishment of a general system of finance for the gradual diminution of the debt. This last object I entertain no doubt of effecting to an extent fully equal to the most sanguine expectations raised by Mr. Dundas. This plan contained in his letter to the Court of the 30th of June 1801 is perfectly practicable.

I shall be able to lay the foundations of the whole plan in the course of the next ensuing six months and therefore even if I

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should return to Europe in 1803, I shall render a most satisfactory account of the Finance. But in the course of the year 1803, if I should remain in India, I could bring the whole plan into full operation. With this view I propose to pass the greater part of 1803 at Fort St. George, and Bombay, where my presence is much required for the purpose of completing various important arrangements.

My opinion is that any person who might succeed me would find more difficulty in completing the arrangements subsequent to the peace, than could be experienced by an authority so established as mine, but without the two conditions specified in this letter neither my authority nor that of any Governor-General can be efficient, or vigorous. The management of the French, to whatever extent they may be permitted to return to India, will be a point of the utmost difficulty and importance, which will require the exercise of the most decided and acknowledged authority in every part of Asia.

You will judge whether my continuance in Asia for another year be an object of importance in your estimation, and you will act accordingly. If you should be desirous of my continuance at my arduous Post, you ought not to delay a despatch by sea, and land, more than a few hours after the receipt of this letter; for I am resolved to embark in the last week of January 1803, unless my continuance be rendered advantageous to the public service by the means proposed in this letter.

You will perceive by these dispatches, that I have prevailed with Lord Clive to remain in India until the month of January 1803; at that period of time he will positively embark, and the choice of his successor is a most important question: He must not be Mr. Petrie: that gentleman is not of character or authority at Fort St. George to fill a station so arduous and involving so high, and delicate a trust. By prevailing with Lord Clive to remain in India I have secured the speedy introduction of Lord Cornwallis's Salutary system of Laws, and Regulations on the Coasts of Coromandel and Malabar: and I have succeeded in inducing Mr. Cockburn, the most able and honest officer of Revenue on the Coast, to remain for the purpose of aiding Lord Clive in this great work. The orders of the Court of Directors would certainly have forced Mr. Cockburn to retire, if I had not interfered.

I refer you to Colonel Harcourt for more detailed information,

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and hoping either to see you, or to hear from you in the course of the next season,

I remain ever
my dear Addington
your's most faithfully and affectionately
Wellesley

The restoration of Mr. Webbe at Madras, or at least an order declaring that the Court does not object to his employment in the office of Secretary, would be highly useful, in restoring general confidence at Fort St. George.

W.

In reading over this letter I perceive that I have omitted to mention, that in addition to the Public exigency my principal motives for determining to remain in India during the year 1803 (under the stated conditions) are the intimation received through Mr. Scott of your wish for my continuance, and an earnest request from Lord Dartmouth to the same effect expressed in the most honorable and cordial terms. On His Lordship's honor and integrity I place the firmest reliance and I am perfectly satisfied that my cause will be safe in his hands.

W.

DN 63

Letter, dated December 14th, 1805, from Sir G. Barlow to Lord Lake

Copy

To
The Right Honorable Lord Lake

My Lord,

In conformity to the intention expressed in the 20th paragraph of my Despatch to your Lordship of the 3rd Instant, I now proceed to state my sentiments on the subject of the dissolution of our alliances with the petty States on the west of the Jumna. With this view I shall first express to your Lordship the opinion which after the maturest deliberation, founded upon

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general political principles as well as upon actual experience, I have formed with regard to the expediency of such alliances.

2. The defensive alliances which we have contracted, and which now subsist with the great States of India, evidently stand upon a basis entirely different from that which constitutes the foundation of our engagements with the petty States of Hindostan. Each of those alliances involves interests of the greatest magnitude and extent, and reciprocal in point of importance to both States. They constitute a fabric of political connection, which supplies the place of a complete and efficient balance of power, while it partakes of its nature. By their connection with us those States are maintained in a condition of independent power within the limits of their internal Government unsusceptible of disturbance from those inferior influences which agitate the fluctuating counsels of petty principalities, and compel them to yield to the temporary impulse of local intrigue, proximate to danger, and momentary interest. Their interests are completely identified with our own, and cannot be affected by incidents of inferior magnitude to those in which the preservation of our own dominion is equally concerned. The operation of our defensive engagements, supported and facilitated by the presence of a powerful force of British troops within the territories of the State we are bound to protect, constitutes a permanent degree of security against the occurrence of events of the nature above described, and the active duties of protection can never be required but in cases which involve the preservation of the essential foundations of our own power and dominion. Equally under the protection of the British Government the deficiency of their individual strength is supplied by the intervention of the British power, and, however, respectively unequal, the weakness of one is supported by the same power which suppresses the ambition of another: and thus a political balance is maintained among them by the operation of a paramount control, which, while it precludes the practicability of contest and collision, constitutes a general bond of union and of security against foreign attack.

3. These observations are manifestly inapplicable to defensive alliances contracted between the British Government and petty States situated at a distance from the limits of our territories, unsubjected to local control and exposed to the operation of internal and external intrigue and to mutual encroachment

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and exaction. It appears evident to my judgment that those alliances are in their nature calculated to involve us in perpetual embarrassment and contests without affording the prospect of any corresponding advantages; to compel us to interfere in all the petty disputes necessarily incident among States unconnected and uncontrolled by any established principles of public law, regular Government, or political balance; and to expose us to constant demands for the aid of our troops in suppressing their mutual quarrels, or in protecting them from the exactions and encroachments of their more powerful neighbours. It appears to me that the maintenance of those alliances must excite and perpetuate the enmity of the Powers and States against whose eventual designs it is the object of those alliances to protect the chieftains with whom they have been contracted. From the efforts of the petty States with which we have contracted these unequal alliances we can not expect to derive any essential aid in a moment of exigency unless secure in the immediate protection of British troops, these petty chieftains must be overawed by the vicinity of a superior force and be compelled to temporize with the enemy against which they are pledged to cooperate. Nor even in the event of their ability to aid our cause could we depend upon their exertions, if, in their opinion, fortune should appear to favour the cause of the enemy. These observations are justified by past experience, and there can be no reasonable ground to suppose that they will not be equally applicable at all future periods because the nature and constitution of these States and consequently their views and conduct, will continue the same.

4. It may be urged that foreign powers, knowing these States and chieftains to be placed under our protection, will not venture to attack them or encroach upon their rights without a previous determination to encounter the whole force of the British Empire. Upon this subject, however, it may be observed that, under the supposition of such extensive designs on the part of those powers, a greater advantage could not be afforded them than that of engaging our troops in the defence of distant territories: and the embarrassment and inconvenience is manifest of being exposed to the hazards of foreign war by the eventual necessity of our interference for the protection of these weak allies against injuries arising from the constitutional irregularities and the loose and turbulent principles of the States of India.

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5. From the tenor of your Lordship's Dispatch to the late Governor-General Marquis Cornwallis. N. 6, dated the 25th of September, your Lordship appears to contemplate the expediency of maintaining these alliances exclusively with reference to a general system of Military defence. The general subject of your Lordship's Dispatch of that date did not require a more extended view of the subject.

6. It appears to me, however, that we must endeavour to lay the foundations of permanent peace, not only by establishing a proper line of Military defences, but also by obviating as far as possible all the probable grounds of future differences with other States. If these considerations, therefore, are to be combined in one arrangement, the policy of maintaining these alliances will depend in a great degree, upon the decision of the following questions. Whether the advantages to be derived from these alliances in a Military point of view, are so great as to compensate for the hazard of our being involved in war in consequence of our maintaining those alliances, and for the inconvenience resulting from the obligation of defending territories at so great a distance from our own position? Past experience has, in my opinion, demonstrated that we have not derived the benefit expected from these alliances as a means of defence against an enemy, whilst the evils to which we are exposed by maintaining them are great and certain.

7. It will occur to your Lordship's recollection also, that the preservation of these alliances was intimately connected with the defensive and subsidiary alliance concluded with Sindiah. We had reason to expect that on the reestablishment of Sindiah's Government, that alliance would have been placed upon the same basis as that upon which our alliances with the great States of India are provided. Experience, however, has demonstrated that from causes which are referable to the peculiar views, constitution, and habits of Sindiah's Government, and which have no reference to the other principal States of India, connected with us by defensive and subsidiary treaties, the defensive alliances with Sindiah could never have been rendered subservient to our political interests and the dissolution of it constitutes an additional ground of argument against the preservation of our alliances with the petty States of Hindostan. If the subsidiary treaty with Sindiah had been renewed, and he had acquiesced in the union of his political interests with our own,

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the influence which we must necessarily have acquired in his counsels would have obviated most of the objections to these petty alliances because we should (it is to be presumed) always have had it in our power to restrain any encroachments on the part of Sindiah upon the rights of those allies, and to effect an amicable adjustment of any differences arising between those petty States and Sindiah's Government. The preservation of those alliances, combined with the expected operation of our defensive engagements with Dowlut Row Sindiah, was expected to constitute an extensive system of general balance and control, calculated to secure the permanent peace of India upon principles, of which the policy appeared incontrovertible and the efficacy certain, if the constitution of Sindiah's Government had assumed a form consistent with the just and expected operation of the subsidiary alliance. The failure of this projected system has suggested the necessity of providing for the permanent security of our dominion by other means, and consequently the political considerations which suggested the policy of concluding defensive alliances with the inferior States of Hindostan have ceased to exist.

8. The proposed general system of political and Military defence has further been infringed by the cession of Gohud and Gwalior to Sindiah, the preservation of which under the alliance concluded with the Rana of Gohud, (the operation of which alliance also has completely failed) constituted a part of that general system, and appears to have been in your Lordship's contemplation in stating the observations contained in your Despatch of the 25th September.

9. These reflections have satisfied my judgment of the experience of abandoning the alliances which, under circumstances differing so widely from those of our actual situation, were contracted with the petty States of Hindostan. It remains only to consider the practicability of dissolving them, with reference to the obligations of our public faith.

10. Our right to dissolve these alliances must depend either upon the consent of the chieftains with whom they have been contracted, or upon their violation or disregard of the duties of alliance. The principal of these engagements is that with the Rajah of Jyenagur.

11. The records of Government contain the most ample demonstration of that Chieftain's total disregard of every

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obligation of the alliance. On occasions when alone his aid was essential he not only withheld it, but actually espoused the cause of the enemy. Upon this point it is sufficient to refer specifically to the just and forcible statement of his conduct contained in your Lordship's letter to his address, a copy of which was enclosed in Lieutenant Colonel Malcolm's Despatch to the Secretary, No. 73, dated the 1st of October. Upon that occasion, however, your Lordship apprized him of the resolution of the British Government to afford him protection against the resentment of Sindiah or of Holkar, provided he would cooperate with zeal and alacrity with the army of Major General Jones against the common enemy; and under that declaration I considered the British Government to be pledged to afford its protection to Jyenagur against any attack on the part of the enemy. But even subsequently to that declaration the Rajah of Jyenagur still withheld the aid of his troops, until the flight of Holkar relieved him from all apprehension of that Chieftain's resentment, and removed the immediate influence of his over-awing power and the efficacy of his intrigues at the Rajah's Court. When, it is true, the Rajah, after repeated remonstrances detached a considerable force, which joined the army under Major General Jones, and the resources of his country were opened for the supply of the British troops. This degree of cooperation (if such it can be termed) limited also to a state of circumstances which rendered that cooperation the result rather of necessity than choice, cannot be considered to constitute on his part a fulfilment of the obligations of alliance. The question of public faith, however, must be considered with reference to the general conduct of the State of Jyenagur as an ally of the British Government. Under this view of the subject it cannot be maintained that he has established a title to the permanent benefits of the alliance by performing his part of its obligation. But this question may be placed in a more extended point of view, and may be decided upon grounds more general and perhaps more solid.

12. It must be admitted that the validity of every engagement depends upon the security which each contracting party possesses, or is supposed to possess for the due fulfilment of the obligation imposed by such engagement upon the other. How far any speculative opinion with regard to the ability or the disposition of either of the contracting parties to fulfil its obligations may be allowed weight in determining a question of public faith must

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principally depend upon the solidity of the grounds on which that opinion is founded. In the present case, however, that opinion has been brought to the test of experience. The cooperation of the Rajah of Jyenagur could not on any future occasion be more urgently required than it was during the late contest with Holkar. It would be vain to expect from him on any future occasion a different course of conduct. The obligation of the alliance therefore, as it respects the Rajah, is absolutely nugatory. The principle of reciprocity, which necessarily constitutes the essence of every engagement, ceases to exist, and public faith cannot be considered to require the observance of mutual obligation on one part under the certainty of its violation on the other.

13. The conduct of the Rajah with respect to Rana of Odeypoor as described in Lieutenant Colonel Malcolm's Despatches of the 1st and 12th of October, and in your Lordship's letter to the Rajah above referred to, affords also an instance of the nature of the embarrassments to which that alliance would expose us, demonstrates the inefficiency of such a connection in restraining him from the prosecution of projects calculated to involve us in his disputes and intrigues with other chieftains, and confirms the justice of the observation contained in this dispatch with regard to the inconvenience attending the preservation of similar alliances.

14. The preceding observations have completely satisfied my mind both of the expediency and the right of dissolving the alliance concluded with the Rajah of Jyenagur, and it only remains to decide the time at which the dissolution of that alliance shall be declared.

15. It may be stated as a question whether after having established our right and adopted the resolution to dissolve the alliance, we are not bound in honor immediately to act upon that resolution? My opinion upon that question is that we are not bound to an immediate disclosure of that intention at the hazard of injury to our own interests, especially when the suspension of it cannot possibly prove injurious to the interests of the Rajah. It is, however, incumbent upon us to refrain from any further urgency on the subject of the Rajah's cooperation.

16. I have always considered the period of a final settlement of our differences with Sindiah to be the proper time for dissolving the alliance with the Raja of Jyenagur. The suspension of the

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dissolution of that alliance has been productive of great advantage to the Raja. We might have derived considerable benefit in the negotiation with Sindiah by rendering the dissolution of the alliances and the consequent admission of Scindia's claim to the renewal of the tribute subservient to our own purposes. I have protracted the adoption of this measure to the present period in a considerable degree with reference to the Rajah's advantage and with a view to preclude all doubt of our real motive for dissolving the alliance: and we are entitled to expect that the Rajah should justly appreciate our liberality and forbearance in not taking advantages of the circumstances which justified the dissolution of the alliance to improve, in our own favour, the terms of the late accommodation with Dowlut Row Sindiah.

17. In conformity to these sentiments I request that your Lordship will immediately proceed to declare the alliance with the Rajah of Jyenagur to be dissolved unless circumstances should exist of which I am not aware to render in your Lordship's judgment the further suspension of that measure indispensably necessary.

18. The declaration of the dissolution of the alliance should of course be accompanied by the requisite explanations, and by the most positive assurances of our disposition to maintain the relations of perfect amity and friendship between the two States. It is not my intention to maintain a permanent Resident at that Court, and in the present situation of our affairs I am not aware of any material objection to the recall of Captain Sturiock immediately after the declared dissolution of the alliance, and I request that your Lordship will accordingly be pleased to recall that officer.

19. The circumstances of our situation with regard to the Rajahs of Bhurtpore and Machery differ from those of our alliance with the State of Jyenagur.

20. The Treaty with the Rajah of Bhurtpore having been renewed subsequently to his treachery and the Rajah of Machery having faithfully fulfilled the obligation of his engagements, our right to dissolve our alliance with those chieftains without their concurrence is doubtful. Your Lordship, however, is apprized of my determination to render the dissolution of the alliance a subject of negotiation with those chieftains, and to offer to them what may be considered to be an equivalent for the advantages they derive from the connection in territory contiguous to their respective possessions. The relinquishment of our claim,

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however, to the remainder of the Bhurtpore tribute may perhaps be now convenient, and a sufficient concession to the Rajah of Bhurtpore.

21. The selection of territory to be granted to either or both of these chieftains must necessarily depend upon the previous arrangements prescribed in my dispatch of the 20th of October with regard to the reservation of the District on the west bank of the Jumna, and to the territorial provisions to be assigned to the chieftains for whom we are pledged to provide, I request to be favoured with the communication of your Lordship's sentiments relative to the specific districts which may be granted to the Rajahs of Machery and Bhurtpore for the purpose above described.

22. The dissolution of our alliance with those chieftains is less urgent than the dissolution of the alliance with Jyenagur and I am of opinion that if any impediment or objection exists to the immediate adoption of that measure, the negotiation for that purpose may without inconvenience be postponed until the time when your Lordship will be left at liberty to carry into effect the arrangement which you have proposed for the permanent stations of the British troops on the frontier.

Illahabad
14th December, 1805

I have the Honor to be
signed/G. H. Barlow

DN 64

Letter, dated the 16th of July, 1806, to G. Mercer from Lord Lake.

To

Groome Mercer Esqr.,
Resident with Daulat Rao Scindia

Sir,

I have had the pleasure to receive your letter dated the 27th ulto. including copies of Dispatches addressed by you to the Governor-General of the 12th-18th-22nd and 26th June.

The information contained in these Dispatches in regard to the proceedings of Doulat Rao Scindia, and with respect to the

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intrigues and designs of Jeswant Rao Holkar is corroborated in most particulars by the intelligence I have received from other quarters, and may, I am disposed to think, be very safely depended on—

I think it necessary ever to mention to you that most of my accounts 39, 50, 54, 44, 8, 9, 65, 68, 47, 66, 40, 79, 3, 36, 79, 74, 80, 50, 75, 36, 70, 37, 83, 30, 33, 36, 79, 40, 75, 70, 77, 75, 4, 37, 44, 74, 3, 47, 33, 84, 70, 75, 3, 54, 44, 87, 36, 83, 99, 40, 44, 45, 74, 83, 60, 36, 76, 34, 9, 43, 37, 83, 30, 39, 3, 75, 83, 30, 87, 9, 50, 5, 37, 70, 46, 36, 53, 37, 55, 40, 37, 79, 75, 83, 37, 83, 73, 56, 37, 46, 44, 47, 54, 63, 79, 40, 5, 40, 70, 57 and to this I think it necessary to direct your most particular attention that you may guard against any 30, 40, 39, 75, 64, 83, 66, 55, 43, 40, 75, 84, 30, 98, 65, 75, 37, 68, 50, 47, 44, 5, 40, 75, 83, 50, 40, 79, 74, 66, 50, 66 of Government which those 65, 60, 87, 8, 35, 66, 4, 37, 73, 75, 70, 65, 36, 70, 65, 40, 43, 50, 99, 40, 57, 75, 66, 55, 36, 39, 40, 57, 44, 36, 35, 36, 43, 4—

I observe that a belief has been very generally received that reinforcements of Troops have lately been sent to the stations of Agra and Muttra which has impressed the mind of the Maharajah and others with an opinion that the Government entertain hostile designs against the Rajah of Burtpore and other chiefs to the westward of the Jumnah.

That you may be enabled to counteract any impression so unfounded and injurious I think it necessary to inform you that no reinforcements have been sent, nor are intended to be sent to any of the stations above mentioned.

This impression may have originated from the march of recruits to join their corps in the Frontier Stations, and it may be strengthened hereafter by the relief of corps whi(ch) may soon be deemed necessary. On this account it may be of advan(tage) that you enter into a very full . . . planation with the Maharajah or any other person whom the subject may in any way concern respecting the nature and regular practice of such relief and convey at the same time the fullest assurances that no designs are entertained by the Government of such a nature as appears to be apprehended.

I think it necessary to inform you that I shall embark this evening for the purpose of proceeding to the Presidency and that after my departure the general command of the Upper Provinces will be entrusted to Major General Smith with whom you will

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be pleased to communicate on such subjects connected with that command as you may find necessary.

I have the honour to be
Sir,
Your most obedient Humble servant
Lake

Headquarter
Cawnpore
(16th) July 1806

Lord Lake
16th July 1806
Holcar and Scindiah
his departure for the Presidency.

DN 65

Despatch, dated the 21st of November, 1806, signed by G. H. Barlow and others.

(Separate)

To

The Hon'ble the Court of Directors for affairs of the Hon'ble United Company of Merchants of England trading to the East Indies.

Hon'ble Sirs,

We have the honor of transmitting a number in the packet a copy of a letter from the Adjutant General, dated the 18th Instant and of the enclosures, containing detailed accounts of the whole of the property captured from the enemy during the late War with Holkar, and we beg leave to refer your Hon'ble Court to our proceedings of the 9th of October last, for the returns of the valuation of the whole of the ordnance and military stores captured from the enemy, both during the late War with Holkar and during the former War with the Confederate Mahratta chieftains.

2. A reference to the severe hardships suffered by the troops employed in those wars, to the expense to which they were subjected, not only from the high price of every necessary of life in the countries which were the seat of War, but from the frequent loss of their baggage and camp equipages and to the spirit of ardent zeal and gallantry which they uniformly manifested throughout the course of arduous service in which they were

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engaged, induces us earnestly to recommend that your Hon'ble Court will be pleased to authorize the early distribution of the Prize Property (including the value of the ordnance, military stores and grain) taken from the enemy during the War with Holkar, and also the distribution of the value of the ordnance and military stores captured from the Mahratta Confederates, among the troops employed in the operations against these Chieftains.

We have the honor to be,
Hon'ble Sirs,
Your most faithful humble servants,
G. H. Barlow
Lake etc.

Fort William
21st November, 1806

DN 66

Treaty between Lord Minto and Nawab Saadat Ali Khan, dated the 14th of January, 1812.

Whereas disputes and contentions have arisen between the subjects of the Honorable Company and of the Government of His Excellency the Vizier regarding the boundaries of their respective villages, the possession of lands acquired by alluvion, and of islands formed in the rivers, which constitute the frontier of the two States; therefore, and with the view of settling and obviating such disputes at the present and in all future times, the following Treaty is concluded by His Excellency the Nobob Vizier-ool-Mamaulik, Yemeen-oo Dowlah Nazim-ool-Moolk, Saadat Ally Khan Behauder, Mobauriz Jung, for himself, his heirs and successors, and by Major John Baellie, Resident at Lucknow, by virtue of full powers vested in him for this purpose, on the part of the Right Honorable Gilbert Lord Minto, one of His Britannic Majesty's Most Honorable Privy Council and Governor-General in Council at Fort William in Bengal, in behalf of the Honorable United East India Company and their heirs and successors.

Article 1st

Every island and portion of ground which at the end of the Fusseelee year 1208 appertained to the ceded territory belong

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now to the British Government, and every island and portion of land that appertained to the reserved dominions belong now to His Excellency the Vizier. Any island originally belonging to either State, which shall by inundation disappear, shall on its reappearance belong to that State whose property it originally was, although its form may be altered and all villages and lands situated on the boundary of the two States which appertained in the above period to either of the States, shall hereafter and forever, without dispute, be the property of the State to which they belonged at that time.

Article 2nd

If any river or stream forming the boundary of the two States shall, by gradually changing or receding from its present channel or course, occasion an alluvion or create an increase of land on either of the banks of such river, the land so gained by alluvion shall be the unquestionable property of the State whose territory is situated on the bank from which the river may have receded, notwithstanding any loss which may arise to the other party from the encroachment of such river on his territory.

Article 3rd

All islands which have been formed in the channels of rivers or streams forming the boundaries of the two States since the end of the year 1208 Fusslee, or which may hereafter be so formed, shall be adjudged to belong to the State on whose frontier the channel may be fordable and in the case of the channels on both sides of the island being equal in point of depth, the island shall be considered to form a part of the territory of the State to which at any point it is the most contiguous.

Article 4th

In the case of a subsequent alteration in the course of the principal channel of a river or stream forming the boundary of the two States, that is, if the channel of either side of an island which was in the first instance deep shall become shallow, and the channel on the opposite side become deep, in this case the right to the island shall again be transferred to the State on whose boundary the channel is shallow, and the same rule shall be

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applied to eventual changes in the contiguousness and distance of islands from the territories of the two States. Further, as with a view to ascertain the comparative depth and breadth of the opposite channel of a river, in which an island may be formed, the specification of a period is indispensable, the contracting parties do hereby stipulate and agree that the commencement of the season of the rubee be the specific period assigned in all cases of dispute for ascertaining the depth and breadth of the channels.

Article 5th

If at any time, as in the case of rivers or streams forming the common boundary, which wind greatly in their course, an arm or proportion of land shall be separated from the territory of either State by the total alteration of the course of a river or stream, the land so separated shall belong exclusively to the State to whose territory it may, by such alteration, have been annexed, notwithstanding any territorial loss which may be sustained by the opposite party.

Article 6th

What has been agreed to in the foregoing articles relates merely to the prevention of disputes between the two States, with respect to the lands alluded to in those articles, and has no reference whatever to the rights of zemindars.

Article 7th

This Treaty comprising seven articles, having been settled and concluded in the city of Lucknow on the fourteenth day of January in the year of our Lord one thousand eight hundred and twelve corresponding with the 28th of the month of Zeehijeh of the year twelve hundred and twentysix Hegira, Major John Baillie, Resident, has delivered to the Vizier one copy of the same in English and Persian, sealed and signed by him, and His Excellency the Vizier has delivered to Major Baillie another copy also in Persian and English, bearing His Excellency's seal and signature, and Major Baillie hereby engages to procure and deliver to His Excellency the Vizier within the space of thirty days, a copy of the same under the seal and

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signature of the Right Honorable the Governor-General, when the copy under his own seal and signature shall be returned.

Minto
G. Nugent
J. Lumsden etc.

Ratified at Fort
William in Bengal by the
Right Hon'ble the Governor
-General in Council, this 25th day
of January, 1812

DN 67

Minute, dated the 3rd of April, 1814, written by Lord Moira.

The concurring intelligence which summons our attention to the perilous situation of the Rajah of Nagpore cannot fail to recall to each of us the luminous and impressive disquisition of Mr. Edmonstone on the various points where on community of interest between the British Government and that Prince may exist. The subject in that document (is) treated with such ability as to leave no difficulty in determining what ought be the mutual policy of the two States, and what should be their joint preparation against the impending mischief. We know, however, that there is in the mind of the Rajah of Nagpore so strange and so invincible a perverseness on this head, that even the near approach of the danger cannot bring him to unite with us in any manner which would not throw upon us the whole burthen of present contest and ultimate consequences. The Rajah has just capacity enough to comprehend that we cannot see with indifference the spoliation of his territories made the means of consolidating a force already so constituted and disposed as to give us incessant jealousy. He thence flatters himself that we shall for our own sake defend him without his being under the necessity of having share in the charges or of subsequently compensating us by any advantages. The calculation might not deceive him were it not that we are satisfied our overawing by the march of an army the projects of Ameer Khan would be but a momentary relief and that the expensive procedure would be to be renewed as often as it might suit Ameer Khan and the Pindarries to make a similar demonstration. Still the Rajah rests upon his own supposition and we cannot look to

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him for either essential aid or adequate return. If then the advancing an army to his frontiers be expedient for us acting alone, it seems requisite to consider the growing circumstances under another aspect.

Mr. Edmonstone, rather from a desire to give the subject discussion in every possible sense than from a real doubt, moots the question whether consistently with those restrictions which the Legislature has laid on this Government we could undertake an expedition for the purpose of rooting the Pindarries out of the fortresses where they prepare themselves for the invasion of neighbouring territories, they not having actually assailed us. I have no scruple in saying decidedly that we are even now at war, and legitimately so with the Pindarries. An association which professes that its hand is against every man, and which avows the principle of subsisting by plunder, has actually comitted hostility against every State within reach of suffering the effects of such a combination. I thence regard our not having hitherto undertaken operations against the Pindarries as a mere matter of convenience. In truth, my position has been practically asserted. Were not the plea to which I allude admitted, the remote disadvantages which our forecast apprehended would not justify our having on a former occasion opposed the Pindarries as well as Ameer Khan in their enterprize against the Rajah of Nagpore. With the latter we have not other engagement than a simple treaty of peace, involving no alliance, or any obligation whatever to preserve the integrity of his dominions or to secure him from the extortion of predatory neighbours. Considering ourselves on those terms with the Pindarries it may be well to reflect whether it be not wise to anticipate a crisis which no management can long defer. Assuming that the suppression of the Pindarry force is necessary for our security, it is to be asked if we may not in the present juncture obtain a concurrence in effort against them which it would be difficult to command under any probable alteration of circumstances.

That the Governments of the Peshwa, Holkar and Scindiah have been in the habit of looking to the Pindarries as an eventual resource in certain contingencies, is well understood by us. There must, however, be fluctuations in their estimate of the importance which should be attached to such a reserve. At this juncture, probably, the interest felt for the Pindarries is less lively than it was a short time ago. Ameer Khan indeed, and

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consequently Holkar's force, must be considered as identified with them. But the Peshwa has of late had bickering with them and his troops have attacked their detachments. He, therefore, is not likely to give them support. Scindiah, on his part, has lately expressed his dissatisfaction and his surprise that the British Government made no overtures to him for a combined operation against the Pindarries. I do not on such ground calculate that he would really act in concert with us for their suppression. Yet I think it likely that he would not assist them and in one point of view, I mean in regard to the expense of preparations, his neutrality would be important.

The expulsion of the Pindarries from their present stations appears consequently a matter of little difficulty. But we must not allow ourselves to be short-sighted when we discuss the expediency of undertaking such an enterprize. Having achieved your object you cannot sit down without establishing such arrangements as would be necessary towards drawing a permanent benefit for the success, and if we once set foot on that ground we shall find that we have opened a field of questions of immense extent. On the narrowest principle it would be requisite to prevent the reorganization of the Pindarry force, and to secure ourselves against renewed efforts of Ameer Khan to fix himself at the head of a large army in the territories of Nagpore south of the Nerbuda. No feeling for the Rajah of Nagpore would mix itself with this policy, because he has shown himself entirely undeserving of our consideration. The measures to be adopted by us would, therefore, not be shackled by any attentions with regard to him. In those circumstances the most obvious policy would be to annex to the dominions of the Nabab of Bhopaul, those territories of the Rajah of Nagpore which lie to the north of the Nerbudda. That boon, and the security to be derived for our protection, would make the Nabab very ready to place his State on the footing of dependence on our Government, with the obligation of resisting any force hostile to us which should attempt to pass through his country. This settlement would, no doubt, be unpalatable to the Rajah of Nagpore although the defalcation from his territories would be infinitely counterbalanced by the perfect safety in which he would thenceforth stand, and by his liberation from the payment of those heavy contributions with which he now attempts to purchase the forbearance of his neighbours.

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But supposing this effected can we stop here? To defeat the Pindarries we must similarly have defeated Ameer Khan, that is to say, we must have destroyed the strength of Holkar's army, which is the same thing as dissolving his Government. Are we prepared for the discussions which must arise out of such a state of things? The Peshwa and Scindiah would each have pretension to the territories so thrown at large. Are we determined on the policy of augmenting the power of either of them? If we are not, what disposition can we make that shall not excite more than jealousy of both of them? The having formed Bhopal into a barrier between them and Nagpore would alone have roused them to all manner of inimical speculations. The evident thraldom of Nagpore in such a position would make its Rajah secretly inveterate to you. In short, all around you would be only waiting for the moment of your being assailed by some remote and more considerable force in order to seize the opportunity of striking at you with a chance of success. This is surely a complication of embarrassments beyond what naturally ought to attend on situation. I have reflected seriously on it, and the many ramifications to which I do not advert. I think the case demands the most speedy remedy, and to comprehend justly the nature of the remedy applicable we should ask ourselves what is the occasion of our perplexities.

To me it appears that the want of definition in our relations with the Powers around us is the source of all our entanglements. We do not, in the connections we establish with them, either allow to the Native Princes spontaneity of action as independent rulers or exact from them obedience as Feudatories. This has . . . from the impossibility of our ever having looked forward to that extension of Empire which our necessities rather than our purpose have led us to assume. The treaties which we made with different sovereigns in reference to our humbler fortunes do not square with the interests of that elevation which we have since attained, and from which we cannot descend, because a gentle declension from it is impossible. We have negotiated and contracted with those Princes severally on the footing of equality. But we have multiplied our engagements till they cross and thwart each other, and we find ourselves implicated in adverse directions in every quarrel that occurs throughout India. The difficulty is endeavoured to be solved by us through the exercise of authoritative interference. This is viewed as infrac-

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tion of conditions by the sovereign who looks to the article of his compact. He complains, we cannot recede, and fearful of the consequences of his dissatisfaction, we are forced to advance another step in injustice by insisting on an internal influence in his administration which may present his collecting the means of injuring us. But is it not visible that such a state of things can exist no longer than while we are free from an enemy on our frontiers of strength sufficient to give real employment to our army? If this be the case, and it appears distinctly so to me, a lull so favourable as the present ought to be impressed in fashioning our circumstances into better form against any eventual storm. We must secure ourselves against the effects of that general indisposition which irritating altercations with all the Powers around us tend inevitably to produce. There is only one mode in which this can be effected. It should be our policy to bring the Native States to acknowledge a sort of feudal duty to us. The first mention of the object will be met by my colleagues with a persuasion of its impracticability. Yet I assume myself that on weighing it more attentively, they will find the obstacles much less material than they imagine. Success would depend entirely on the manner in which the scheme should be presented to those whose acquiescence we sought. Were we to tell them that they must become vassals, their pride would revolt and their apprehensions would take alarm. Should we on the contrary display to them the plan of a confederacy of which we should only be the head from being acknowledged the principal power in the League, many obvious advantages to themselves in such an arrangement would incline them to concurrence, and nothing humiliating would suggest itself to withhold their assent. The only feudal duty which we could have a wish to secure would be cheerfully plighted, not as yielded to us, but as reciprocally pledged in the confederacy, under which . . . they would be entirely at our will. The obligations to which I allude are: First, that the members of the League shall not make war on each other but shall refer their differences to the arbitration of the Head of the Confederacy; Secondly, that the Head of the Confederacy shall have the right of calling forth the forces of all or any of the members of the League as exigency shall require. Observe how differently you would stand on these essential points from your present footing on the ground of alliance with the principal States. It is the greatest of our embarrassments that

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contradictory engagements keep us constantly on the brink of rupture with those powers whose amity it is most our policy to retain. One of these sovereigns for instance has claims upon some neighbouring States, or has what he deems just ground of provocation received from it. He prepares to do himself justice, and he learns that the State against which he meditates the blow is under our special protection. What, I would ask, is the real solidity of the alliance with him under his feeling of the injury he sustains by it? He may not declare the ties dissolved, but it is sure that he only awaits a safe opportunity for pressing them to be so. By a League such as that to which I am pointing, the British interest ceases to be invidiously the ostensible shackle on a native prince in the prosecution of his rights. He will feel restricted only by the mutual cession of these grounds of difference established under the general compact. Then, observe how advantageously beyond what is the present case we should be circumstanced in avenging ourselves on any State which should depart from its fealty and engage in machinations for the subversion of our power. As we now stand this wound might be aimed at us by any of the sovereigns now bound to us by terms of alliance. In this hour of our need, he might withhold from us the support of those troops which he was engaged to furnish, arguing that the exigency was not the casus foederis. What is your redress? To go to war with him. But your other allies may plead bonds of amity with him which prevent their assisting you in such a contest. You are then left to bear singly the risk and the expense and if you are successful you are limited by the usages of contending Powers, and by your fears of the construction which Parliament might put upon your conduct, to the acceptance of some very inadequate concession. In the case of the League, the default with regard to the furnishing the quota of troops would be substantive crime, because the British Government would have the sole and plenary right of determining at what time, and from what member of the Confederacy, force should be called forth. The violation of the duty would be to the sovereign forfeiture of his throne. You would have the authority of employing the whole strength of the League against him, and no question could ever arise in England on a known established and recognized principle of feudal justice.

Supposing the advantages admitted it will be asked how is this great object to be achieved. I answer—certainly not by force.

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Intimidation never would effect it, but skilful management may bring it to bear, perhaps with much facility. The vexations which have arisen out of our present loose relations would afford the ground for such a proposition from us and be at the same time a likely seduction to the native chiefs. The point in which they have found connection with us most galling is the minute interference with the affairs of their Governments and even with their domestic concerns which on our present system cannot be avoided. Their undisguised dissatisfaction might be made by us the pretext for putting matters on a footing calculated to secure them in future from similar disgusts. In truth the effect of the arrangement would be such to them. Our Residents would, on the new conditions, have no duties to perform but such as distinctly attached to the character of ambassador in Europe, and to every essential object it is well known that the functions of an ambassador from a Court of preponderating Power give as decisive an influenec as can be decorously or wisely exerted. The interest of every individual entitled to the professed protection of the British Government would be as amply secured as at present. It is only in cases where now we ought never to employ intervention, I mean in the differences between a subject of one of these States and his sovereign that we should preclude ourselves. In that preclusion we should seem to yield as a condition what we ought in policy to disavow on any terms. The main consideration by which the dispositions of the Native Princes are to be attracted is that which regards succession to their sovereignty. This is a matter which should be absolutely indifferent. Whenever I hear the hereditary right of any person maintained on the ground of either the Muhammadan or the Hindoo Law of Succession, I always ask myself what we can possibly have to say to it. That our maintenance of the pretensions of any one to the heritage will permanently attach him to us is a gross delusion. While our support is necessary, professions of devotion will never be wanting from him whose cause we espouse. But we have surely had sufficient experience, if we cannot rest on the invariable nature of things, to satisfy us that when once a prince is fixed on his throne his dispositions will be guided exclusively by the interests which successively rise before him, or, if not exclusively, that the bias will be unfavourable to us from his jealousy of our expecting payment of the obligation in a degree beyond what his gratitude can admit. In the formation of a League

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the prevention of contest would exact that the rule of succession should be laid down in each State according to what had been the custom of the realm, to the preservation of which the League would be bound. No objection, however, should be advanced on the general principle of Mahomedan or Hindoo Law to the claim of any Prince to select among his sons a successor without regard to primogeniture if such claim be countenanced by the usage of the country and by the assent of the leading men of the State. All that should be required is the public designation of an heir-apparent, in default of which right of primogeniture should be acknowledged. These conditions in which I see no advantage sacrificed but serious inconvenience shunned, would be very likely to secure the inclinations of most of the native powers to the view which I have recommended.

It is then to be considered how such a plan would affect subsisting relations. Little alteration in point of form would take place. Where we have a subsidiary treaty it would stand as applicable to the proposed order of things as it is to the present. Take the case of the Nabob Vizier for instance. No change would take place but his recognition of our right to guide the interests of the League with the demands of his support to it just as he is pledged to uphold our interests now and our acknowledgment of that internal independence of his dominions which we are at present bound in honor to allow. Say that the territories of him or of any other prince will be ill governed when enfranchised from our control. What is that to us? One must lament to see any portion of the human race under oppressive sway. But we are not charged with the quixotic obligation of vindicating the rights of all mankinds. The consequence of that misrule would be that the subjects of a State where such tyranny was exercised would desert it and repair to augment the wealth and strength of our possessions. Say that such disorder in the Govt. of a State would destroy those resources with which it bound itself to assist us. The foresight is just and should be carried further. All objects of conquest and all necessities of defence being removed, the natural course in every one of these States (those included in the League) would be that the sovereign would dissipate in sensual enjoyments or in idle waste those funds which should maintain an army. What of that? In proportion as they are weak your army acquires a comparative augmentation of strength against an external enemy. For, I need

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scarce say that our boasted alliances have never made us feel absolved from the necessity of keeping a commensurate force in readiness to parry any possible effort of these attached friends. I look forward to it as a certain result that in a few years ours would be the only army in this part of India and that we should thereby have a more numerous disposable force than we can now command. The case being argued in relation to Princes in alliance, let us see how the League would operate on sovereigns who stood not on those terms with us. With the Rajah of Nagpore we have a simple treaty of abstinence from war. This would not extend to other members of the League, had our guarantee of the integrity of their possessions would be no bar to the exercise of their right as sovereigns to make war on a State not under our protection. The Rajah of Nagpore could not remain in a position where he might lose every thing and could gain nothing. He must perforce petition to be admitted into the League, which I should resist without the condition of his subsidising a portion of the force destined for the general defence. It is useless to run into the detail of eventual arrangements with minor States that have relations with us. There might be shades in the procedure necessary towards them, but the governing principle would be to apprize them of the necessity arising from our new circumstances that they should either improve their connection with us into the terms of the League or that they should hold existing treaties between us as amicably dissolved. The same motives which I have represented as likely to operate on the Rajah of Nagpore would infallibly weigh with them. Nothing but Scindiah and Holkar, to whose mode of existence it could not be reconcilable would have the folly to remain out of the pale of security. A variety of subordinate considerations have not escaped me. I have only been unwilling to embarrass the leading object with them, and I say, but this restricting them, that I have not found one which presents to me a real difficulty.

Moira

DN 68

Treaty between Daulat Rao Sindhia and Lord Hastings, dated the 5th of November, 1817.

Treaty of concert and alliance between the Honorable the English East India Company and Maharajah Alijah Dowlut

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Row Sindia Bahadur and his children, heirs and successors settled on the part of the Honorable Company by Captain Robert Close by virtue of full powers to that effect vested in him by His Excellency the Most Noble Francis Marquis of Hastings, Knight of the Most Noble Order of the Garter, one of his Britannic Majesty's Most Honorable Privy Council, Governor-General appointed by the Honorable Company to direct and control all their affairs in the East Indies, Commander-in-Chief of His Majesty's and the Honorable Company's forces etc, etc, etc, and on the part of His Highness Dowlut Row Sindia by Ram Chundur Bhaskar duly empowered by His Highness to that effect.

Whereas the British Government and Maharajah Alijah Dowlut Row Sindia Bahadur are mutually actuated by a desire to suppress the predatory power of the Pindarries and to destroy and prevent the revival of the predatory system in every part of India the following articles have been agreed on for the purpose of giving effect to the mutual wishes of the two States.

Article 1st

The contracting parties engage to employ the forces of their respective Governments and of their allies and dependents in presenting opposition against the Pindarries and any other bodies of associated freebooters to expel them from their haunts and to adopt the most effectual measures to disperse and prevent them from reassembling. With this view, the forces of the two Governments and their respective allies will immediately attack the Pindarries and their associates according to a concerted plan of operation, and will not desist until the objects of this engagement are entirely accomplished. The Maharajah further agrees to employ his utmost efforts to seize the persons of the Pindarry leaders and their families and deliver them up to the British Government.

Article 2nd

The Pindarry hordes having established themselves in the territory of the Maharajah and other neighbouring States, it is hereby agreed that on their expulsion such of the lands occupied by them as heretofore belonged to the Maharajah shall be immediately resumed by His Highness, who engages never to readmit them to possession. Such of the lands now occupied by the

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Pindarries as belong to other States shall be restored to their rightful proprietors, provided they shall have exerted themselves to the extent required in expelling the Pindarries, and shall engage never to readmit them or in any way to connect themselves with those freebooters. Those lands shall otherwise be delivered over to Maharajah Dowlul Row Sindia and be held by him on the same conditions.

Article 3d

Maharajah Dowlut Row Sindia hereby engages never to readmit the Pindarries or any other predatory bodies into his territories or in any manner to give them the smallest countenance or support or to permit his officers to do so. On the contrary His Highness promises to issue the most positive orders to all his officers Civil and Military, and enforce them by the severest penalties to employ their utmost efforts to expel or destroy any bodies of plunderer who may attempt to take refuge in His Highness's territories. All officers disregarding His Highness's orders are to be considered and dealt with as rebels to the Maharajah and enemies of the British Government.

Article 4th

Maharajah Dowlut Row Sindia is the undisputed master of his own troops and resources. With a view, however, to the more effectual accomplishment of the objects of this Treaty, His Highness agrees that the divisions of his troops (which taken together shall amount to 5,000 horse) employed in active operations against the Pindarries or other freebooters shall act in concert with the British troops and in conformity to the plan that may be counselled by the officer commanding the British Divisions with which His Highness's troops may be appointed to act in concert. With the same view it is agreed that a British officer shall be stationed with each Division of Maharajah's troops to be the channel of communication between them and the British commanding officer and to forward the other purposes of their conjunct operation, His Highness engages that all his Officers, Civil and Military, shall afford every degree of support and assistance in their power in procuring supplies or otherwise to the British troops operating in his territory, and any failure in this respect shall subject the offending party to be

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considered and treated as a rebel to His Highness and an enemy of the British Government.

Article 5th

Maharajah Dowlut Row Sindia engages that the Divisions appointed to act in concert with the British troops shall be maintained in a state of complete equipment, both men and horses, and regularly paid. In order to provide effectually for the latter object in such a manner as shall prevent all future discussion or dispute His Highness consents to renounce for the next three years the payments now made by the British Government to him as well as to certain members of his family and Ministers of his Government and that those sums shall be disbursed towards the payment of His Highness's troops through the British officers stationed with them; and the British Government agrees at the conclusion of the war, and after His Highness's troops shall have received what may be due to them to pay any balance that may remain to His Highness. With the same view the Maharajah Dowlut Row Sindia likewise consents to relinquish in the fullest manner to the British Government for a period of two years the tribute which he is entitled to receive from the States of Joudpoor, Boondee and Kota.

Article 6th

It is agreed that the troops of Maharajah Dowlut Row Sindia, Cavalry, Infantry, and Artillery shall occupy during the war such positions as shall be designated by the British Government and shall not charge them without the express concurrence of that Government any unconcerted movements being calculated to derange the joint operations of the force of the two States and to give advantage to the enemy. It is also agreed in order to ensure the due execution of the stipulation contained in this article that the British Government shall be at liberty to station an officer in each of the divisions of the Maharajah's army above mentioned.

Article 7th

The force that will be put in motion by the British Government and that actually in the service of Maharajah Dowlut Row Sindia, being fully sufficient to chastise the Pindarries and effect the objects of the present Treaty, His Highness agrees in order

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to prevent the possibility of collusion between his officers and the Pindarries not to augment his forces during the war without the concurrence of the British Government. His Highness expressly engages to prohibit his officers from admitting into the ranks of his army or otherwise harbouring or protecting the Pindarries or other freebooters, and all persons neglecting or disobeying these orders are to be considered and treated as rebels to His Highness and enemies of the British Government.

Article 8th

With a view to the more effectual prosecution of the joint operations of the two Governments and to the facility and security of the communication of the British troops with their supplies, the Maharajah reposing entire confidence in the friendship and good faith of the British Government agrees that the British garrisons shall be admitted into the forts of Hindia and Aseergurh and shall be charged with the care and defence of those forts during the war and shall have the liberty of establishing depots within them. The flag of Dowlut Row Sindia shall however continue to ply in the fort of Aseergurh and His Highness shall be at liberty to station a Kelladar with a personal guard of fifty men in the said fort; but it is clearly understood that the actual command of that place as well as of Hindia and the disposal of the warlike stores that may be found in those forts shall be vested exclusively in the British commanding officers. Any part of those stores that may be damaged or exposed, while the forts in question are occupied by the British troops, shall be accounted for, and the value made good to His Highness. For the more effectual performance of this stipulation, inventories shall be taken by the officers on the part of both Governments at the time of the occupation of the forts by the British Government. The present garrisons (with the exception above stated in regard to Aseergurh) shall move out of the forts. The Maharajah will thenceforward have no further concern with the Sebundees of the garrisons but His Highness's other troops including the Paugh etc shall encamp at such places as may be prescribed by the British officers in conformity with the provisions of the 6th article. The territories depending on the forts above mentioned will continue to be managed by the officers of the Maharajah who will receive every support from the British

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Government and its officers. The whole or such portions of the revenues as may be necessary shall be appropriated to the payment of the Maharajah's troops acting in concert with the British Divisions as stipulated in the 5th article, and a faithful account of the whole shall be rendered to His Highness after the conclusion of the war. The two forts above mentioned and the territories dependent on them will be restored to the Maharajah as soon as the operations against the Pindarries or their confederates shall be brought to a termination, in the same condition in which they may be delivered up to the British Government. All private property will be respected; and the inhabitants of the towns or villages depending on the forts will enjoy the protection of the British Government or be permitted to depart with their property, if they think proper.

Article 9th

The main object of the contracting parties being to prevent for ever the revival of the predatory system in any form, and both Governments being satisfied that to accomplish this wise and just end it may be necessary for the British Government to form engagements of friendship and alliance with the several States of Hindustan, the 8th article of the Treaty of the 22nd of November, 1805, by which the British Government is restrained from entering into treaties with certain chiefs therein specified, is hereby abrogated and annulled; and it is declared that the British Government shall be at full liberty to form engagements with the States of Oodepore, Jaudhpore and Cotah, and with the State of Boondee and other substantive States on the left bank of the Chumbul. Nothing in this article shall however be construed to give the British Government a right to interfere with States or Chiefs in Malwa or Gujarat, clearly and indisputably dependent on, or tributary to the Maharajah and it is agreed that His Highness's authority over those States or Chiefs shall continue on the same footing as it has been heretofore. The British Government further agrees and promises in the event of its forming any engagements with the above mentioned States of Oodepore, Jaudhpore, Kotah and Boondee or with any others on the left bank of the Chumbal to secure to Dowlut Row Sindia his ascertained tribute, and to guarantee the same in perpetuity to be paid through the British Government and Dowlut Row Sindia engages on his part on no account or pretence whatsoever

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to interfere in any shape in the affairs of those States without the concurrence of the British Government.

Article 10th

If (which God forbid) the British Government and the Maharajah shall be compelled to wage war with any other State on account of such State attacking either of the contracting Parties, or aiding or protecting the Pindarries or other free-booters, the British Government having at heart the welfare of Dowlut Row Sindia will in the event of success and of His Highness's zealous performance of his engagements, make the most liberal arrangements for the consolidation and increase of his territories.

Article 11th

Such parts of the Treaty of Surjee Arjongaum and of the Treaty concluded on the 22nd of November, 1805, as are not affected by the provisions of the present engagement, remain in full force, and are mutually binding on the contracting Parties.

Article 12th

This Treaty consisting of twelve articles having this day been concluded subject to the ratification of the Governor-General and Maharajah Alijah Dowlut Row Sindia, Captain Close engages to procure the ratification of the Governor-General in five days from this date or sooner if possible, and Ram Chunder Bhaskar engages to obtain His Highness's ratification before sunset this evening.

Done at Gwalior this fifth day of November in the year of our Lord 1817 corresponding with the twentyfourth day of zilhuj 1232 of the Hezira and with Buddu yehadupu of the month of Asvin in the year 1218 of the Arabic Era.

Robert Close
Ram Chundur Bhaskar

Memorandum—

This Treaty was ratified by the Governor-General in camp near Nuddee-ka-Gong on the 6th of November 1817.

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DN 69

Letter, dated the 23rd of August, 1817, to the Marquess of Hastings from Sir T. Hislop.

Copy

To

His Excellency the Most Noble the Marquess of Hastings

My Lord,

1 Para: I have already had the honor of reporting my arrival at Hyderabad on the 12th of this month—my time since that has been completely employed in acquiring such information as was necessary to form arrangements for placing the Troops under my command in such corps and positions as appeared to me best calculated to enable me to execute the orders which I expect to receive from your Lordship.

2. The return of Brigadier General Sir John Malcolm from Poonah has put me in possession of not only a fuller knowledge of the actual resources of that Government, but also of the opinion of Mr. Elphinstone and Brigadier General Smith on all points connected with the defence of its territory. These combined with the full and valuable communication of Mr. Russell have enabled me to take a much clearer view of the whole of this subject than I possibly could have done before my arrival in the Deccan.

3. If the Bombay European Regiment can be sent, which I have every reason to expect it will, to the territory of His Highness the Paishwah, I shall be enabled to station at Poonah half of that corps (about 500 men) and three Battalions of sepoys. The other half of this Regiment with a Battalion of native infantry, will be distributed between Seroor, Ahmednughur and Jaulnah.

4. The corps immediately under Brigadier General Smith will consist of one Regiment of Europeans, one strong Regiment of native cavalry and five Battalions of native infantry with a full proportion of Artillery and Pioneers. The reformed horse and infantry which will when complete amount to 5,000 Silladar cavalry and 3,000 infantry, will be applicable to the general defence of the Peishwah's dominions and their employments and that of His Highness's Jagheerdars for that purpose, will I trust,

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leave General Smith's corps disposable for offensive operations, if those should be required. I shall not, however, until I receive Your Lordship's further orders, give any particular instructions respecting this force, whose operations will I conceive extend to the Sautpoorah mountains running north of the Taptie and eventually perhaps beyond them.

5. From the regular troops which remain disposable in the Deckan, I mean to leave a corps under Brigadier General Sir A. Floyed of 500 European infantry, three battalions of Native Infantry and a proportion of artillery at Secunderabad.

6. A reserve of one Regiment and a half of cavalry, a Regiment of European infantry and five Battalions of native infantry under Brigadier General Doveton are intended to occupy after the rains the line of the Payan Ganga and in that direction across the Wurda. This disposition of Brigadier General Doveton's corps will be liable to change and particularly in the event of the advance of the whole or any considerable proportion of Brigadier General Smith's Division, when it might possibly be required to keep more to the westward.

7. First of the Nizam's Battalions in Berar under Major Pitman, and the whole of the reformed Horse under Captain Davies will act in the defence of His Highness's dominions under the general direction of Brigadier General Doveton. It is my present intention that two of these infantry corps with their guns, and a thousand Horse, should with Akoula as a center, move on the line between Mulkapoor and Amurawutty, when they will not only be in a good position to intercept any Pindarries that may pass the Sautpoorah range to the eastward of Asserghur, but to protect convoys to the columns advancing from either Poonah or Hyderabad. In the rear of this corps it is proposed that a strong body of reformed Horse with a Battalion of Infantry without guns, shall move on the line between the Adjunty hills and the Godavari from Aurangabad towards Bassein the left of Brigadier General Doveton's line.

8. Though I consider the defence of the Ghauts only so far useful against predatory Horse, as it limits (by barring certain points) the ground that is to be watched, still this is important, and with this view I have requested Mr. Russell to commit such arrangements as are necessary for the defence of that part of the Adjunty range as has been found on survey capable of being defended to the charge of Captain Sydenham, Political Agent in

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Berar; and my entire confidence in the zeal, talent and local knowledge of that officer gives me hope of much benefit from the arrangement.

9. The Divisions under Brigadier General Doveton aided by the corps I have before mentioned, and by the Jageerdars of the Nizam on this line of operations will I hope be sufficient to preserve the country from plunder, to protect convoys, to intercept and defeat any body that may succeed in passing the advanced army, and eventually should such an operation be necessary to render it support.

10. After the formation of these corps, and after allotting one Battalion of native Infantry to the line of communication there will remain a disposable force under my immediate command, (and with which I propose to advance to the left bank of the Nurbudda to a position near Hindia) of one squadron of Dragoons, two Regiments of Native Cavalry, one European Regiment and six Battalions of Native Infantry with a proportion of Horse and Foot Artillery, and a cooperating contingent of a Brigade of the Nizam's regular Infantry under Captain Hare two thousand of His Highness's best irregular Horse and four thousand of the Mysore Silladars. To render this contingent which I mean to place under the command of Brigadier Sir J. Malcolm more efficient, it is my intention to attach to it immediately three troops of Cavalry and a Brigade of Horse Artillery. I also mean when it reaches the Nurbudda that it should be joined by two Battalions of Native Infantry and three troops of Native Cavalry from Colonel Adam's force.

11. I trust your Lordship will approve of the considerations which have induced me to form this corps. I have conceived it the best shape into which I would put that proportion of the troops of our Allies, which I propose to employ in advance. There appear many reasons for keeping the details of a Division of this construction separate; and it is not among the slightest advantages that will attend its early formation, that it presents a point upon which I can model other bodies of a similar description that may join in the course of operations. The regular troops meant to be attached to it are sufficient to give to this corps the power of independent action should that be required.

12. My information respecting the country of Nagpore and the present position of Colonel Adam's force is not yet sufficiently complete to enable me to speak with any decision respecting

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its future disposition, but this is of less consequence as it is already upon the point at or near which it is to be employed. I do not contemplate as your Lordship will observe, draining more from this force than two Battalions of Native Infantry and three troops of Native Cavalry to strengthen the Division under Brigadier General Sir John Malcolm. The construction of that Division and the general experience of the officer by whom it is commanded, entirely removes every objection which could be apprehended from the mixture of troops of opposite habits and acting under different regulations.

13. Colonel Adams will have after this detachment one and a half Regiment of Cavalry, seven Battalions of Native Infantry besides the Rohilla Horse, and from all the information I yet have, I consider he will be competent, when aided by the troops of the Nagpore Government, to guard the principal fords on his position, to give a light detachment, which in cooperation with the corps stationed at Nagpore may act as a reserve, and to furnish, if the service shall require it, a column composed of cavalry and infantry of sufficient strength for offensive operations. It is, however, my intention to direct Brigadier General Sir John Malcolm to proceed immediately to Nagpore. His communication with the Resident, and if possible with Colonel Adams, will place me in possession of every information that can be necessary, to enable me to form a final judgment on this question, and there will be sufficient time, before any arrangement can be carried into effect to receive your Lordship's further commands upon the subject. I confess I am particularly anxious to be acquainted with your wishes respecting the proposed employment of a Detachment of this force with the contingent of our allies.

14. I am quite sensible that in making these arrangements, the point left most unprotected is the country south of Hyderabad and Poona.I have, however on (?) the Mahratta Jaghirdars in that quarter, and I am convinced that late events will aid the effects of the Resident in calling their troops into action. Mr. Russell has been indefatigable in his endeavours to draw forth all the irregular energies of this State. These are not great, but still I hope, they will be useful against the only description of enemy that can possibly pass our more advanced lines.

15. Your Lordship is aware that it was my original intention to leave a reserve in advance of the Company's position, and from your late communication and the promotion of Colonel

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Outzler, who was to have commanded it, to the rank of Brigadier General, you must I conceive have concluded that I persevered in this intention. The difference of my opinion from that of the Government of Fort St. George on the subject is before you; and I feel confident your Lordship will . . . disapprove of those motives which prevented my tenaciously insisting on a point which was in opposition to the sentiments of the Right Honorable the Governor in Council. In addition to the impression received that the part of the force I purposed to employ in that quarter, would (after the cessions from the Paishwah were completed) be better placed at different positions within the Company's frontier an opinion was entertained that those troops would be no longer at my disposal. This question will be ultimately decided by your Lordship's superior judgment, and if you should still think that it would be advisable to keep a corps in advance of the frontier (as I originally proposed and which I yet consider essentially necessary) our might be still formed by retaining on its present field establishment two Squadrons of the 22nd Dragoons, one Regiment of Native Cavalry, the European flank Battalion and joint Companies of the Rifle corps, to which I would endeavour to add on proportion of regular Infantry. In the mean while I have arranged for the protection of the frontier at its most exposed point, which is on the line of communication between Masulipatam and Hyderabad by a body of one thousand irregular Horse which will be supplied by the Nizam's Government as soon as it may become expedient.

16. I have only further to add that in pursuance of the arrangements herein proposed I shall leave this on or about the 1st of September and expect to arrive on the Nerbuddah before the end of October, at which period all the other corps will be likewise placed in position.

I have the honor to be etc.
J. Hislop
Lieut. Genl.

Hyderabad
23rd August 1817

P.S. Referring to the intention expressed in the 10th paragraph of taking one European Regiment with the Division under my immediate command it has now appeared to (be) unadvisable to form this corps by moving half the Madras European Regiment in advance leaving 500 rank and file of that corps at Secunderabad drawing the two flank

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Companies of His Majesty's Royals (completed to 160 rank and file) from Jaulna to the same position—thus organizing a European Battalion of about 660 Rank and File.

In elucidation of the distribution of troops proposed in the Dispatch a sketch of the country exhibiting their intended positions is herewith transmitted for your Lordship's consideration.

Hislop
Lieut. Genl.

DN 70

Letter, dated 6th of October, 1817, from Sir T. Hislop to Brigadier General Sir John Malcolm.

Copy
Headquarters in the Deccan

To
Brigadier General Sir John Malcolm, K.C.B.

Sir,

You have already been furnished with copies of my Despatch No. 16 of the 4th Instant to His Excellency the most Noble the Marquis of Hastings and of its enclosure of the same date to Lieutenant Colonel Adams.

2. Since it is possible from the tenor of His Lordship's Despatch No. 1 of the 15th Ultimo to my address, which you have perused, that no further instructions are intended to be communicated for my guidance regarding the operations to be undertaken against the Pindarries, and as it also appears probable that the early commencement of offensive operation on the side of Bengal might render a co-operation of the Troops from this Quarter necessary at an earlier period than was anticipated I consider it proper no longer to delay communicating to you my sentiments on the plan of operation which, under the above circumstances, should be pursued.

3. The general objects to which, from the information I at present possess, I conceive your attention should be directed, are 1st—as effectual a co-operation in any offensive operation against the Pindarries which may be commenced by the Bengal

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Army, as can be afforded without the abandonment of the consideration hereafter mentioned.

2d. The defence of the Fords on the Nerbuddah in order to prevent the escape of the Pindarries across that barrier, and the consequent loss of effect to the offensive operation in progress against them.

3d. The preservation of the means of concentrating the Troops in positions, from which they might assist in any operation which may eventually become necessary against Dowlut Rao Scindiah, that possible occurrence influencing the precaution with which small detachments should be employed in the vicinity of that Chieftain's armies.

4. It is at present difficult for me to state more than the general consideration which should be attended to by you, and it must therefore be in a great measure left to your discretion, and professional knowledge to act upon those in the manner best calculated to promote the interest of the service. I may however observe that if offensive operations were delayed until the assembly of the whole of this army in the positions intended for it, and that such a plan were consistent with the operation of the Bengal Army, as also with the future instructions of the Governor General, I should have considered it expedient to have dislodged the Pindarries by a simultaneous movement of columns across the River, leaving a sufficient number of detachment to guard its Ghauts with reserves favourably stationed to take up the pursuit of any bodies which might succeed in crossing. The number of attacking columns would have depended on the Division of the Pindarries into separate bodies, and on the co-operation from Bengal. Each columns I should have formed of proportions of Regular and Irregular Cavalry, and of Light Infantry, accompanied by Horse Artillery, or Gallopers Guns, where the nature of the country rendered it probable that they could be moved with adequate celerity, and by as many days' provisions as the means of rapid carriage would admit, unencumbered with any heavy equipments, an additional supply of provisions to being brought up by a reserve.

5. The strength of each attacking column would of course have been regulated by the supposed numbers of the army against which its operations were to be directed.

6. This explanation of my intention I communicated to you, in order that you may be guided by them in so far as they may

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be applicable, should you be required to act before I can possibly assume the immediate command of the Troops on the Nerbuddah.

7. I need not point out to an officer of your experience and judgment the injury to the Public service which may result from the premature commencement of offensive operations before our entire means are available, unless express instruction from Lord Hastings, or the actual exigency of the moment, should render such a measure indispensable.

8. You will be pleased to understand that the 1st and 3rd Divisions are placed under your immediate command and that it will be your care, after having derived every information from Lt. Colonel Adams which his talents and local experience so well qualify him to afford, to dispose these corps, as they arrive in advance, in the manner which may be best suited to attain the objects detailed in this letter.

9. Lieutenant Colonel Adams has been furnished with a copy of this despatch, and has been directed to conform to the instructions it contains in so far as they may be applicable to the Division under his command, in cooperation with you for the good of the service and I confidently rely, that your joint zeal and judgement will be exerted with an unreserved cordiality, which cannot fail of ultimate success.

10. It will be satisfactory to me to hear from you daily through the regulated channels of communication, respecting the state of the Nerbuddah, and that you will generally keep me informed of every thing which can be learned of the position and intentions of the Pindarries.

11. The Quarter Master General has received my directions to transmit to you copy of the instructions which have already been or may hereafter be forwarded to Brigadier Generals Doveton & Smith, and I request that you will communicate to them all the information which it may be of advantage to the service entrusted to them that they should possess.

Camp of Bank of the
Mury Evah (?)
6, October 1817

I have the honour to be Sir,
Your most obedient Humble Servant
(Signed) T. Hislop, Lt. Genl.

(A true copy)

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DN 71

Letter, dated December 24th, 1817, from Sir John Malcolm to John Adam, Secretary to the Government of India.

To

Sir John Adam, Esqr.

Sir,

I had the honor on the 19th instant to forward to you for the information of the Most Noble the Governor-General Minutes of my last conference with the Vakeels of Malher Row Holkar. The Vakeels left the British camp immediately after the conference, and Mir Zaffer Ally did not return that day. I in consequence recommended to His Excellency Lieutenant General Sir Thomas Hislop to make a movement next day towards the army of Holkar.

On the 20th this force accordingly moved to Arnia within about eight miles of Holkar's position, and it is particularly worthy of remark that on that day no friendly communication of any kind was received from the army of that chief. On the contrary all the information received from Hurcarahs confirmed the opinion that the troops were prepared for battle.

By the Ackhars from their camp as well as from the reports of all the Hurcarahs, it appeared that a sudden revolution had taken place at the Durbar of the young prince on the 19th instant. The Regent Baee and the Minister Ganput Row and his adherents had been seized and put in confinement by the chiefs of the Battalions, Roshun Beg, Roohim Khan, Ram Deen and Ghuffaor Khan who had also got possessions of the person of the Maharajah over whom a guard of sepoy with guns had mounted. Great rejoicing took place in camp at this revolution and the Battalions are said to have proposed to sign an acquittance for the whole of the arrears of pay due to them.

Although the chiefs into whose hands the young Prince had now fallen pretending friendship towards the British Government and even desired one of our news writers . . . sent in Camp to communicate to me that those who were the enemies of our Government and wished to march to the Deckan had been seized. Yet they neither sent back Mir Zaffer Ally nor made any other direct communication or overture whatever. On the contrary on the evening of the 20th, a large body of Horse

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advanced to within about 3 miles of the British Camp, and a party of about 200 attacked a small number of Mysore Horse in sight of our Pickets, killed one more and wounded several others.

This attack differed from the former outrages committed by Holkar to troops inasmuch as it was obviously not made for the sake of plunder, but from premeditated hostility.

Under all these circumstances I could no longer delay giving my decided opinion to His Excellency Sir Thomas Hislop that the army of Holkar should be immediately attacked.

In order, however, to give the friends of Peace (if any such had influence about the person of the Maharajah) still an opportunity of saving the young Prince and preserving his dominions I prepared a letter by desire of His Excellency Sir Thomas Hislop, which I intended, if I should have an opportunity, to convey to that Prince before the battle. A copy and translation of that letter is enclosed.

On the morning of the 21st this force advanced towards Mahidpoor. On the march I was met by a pair of camel Hurcarahs with a letter from the Maharajah of which I enclose a copy and translation. You will observe that it is of the same unsatisfactory nature as all the other communications that have been received from that chief. I conceived no answer would be more suitable than the letter which had been prepared. I accordingly delivered it to the Hurcarahs directing them to return with the utmost expedition.

On advancing still near to Holkar's Camp a pair of my own Hurcarahs who had carried a note from my Moonshee to Mir Zaffir Ally met . . . they conveyed an answer to the Moonshee's note. I enclose a copy and translation of it. You will observe from that letter that the Surdars or Chiefs had resolved on war, and though they might be conciliated by proper means yet Mir Zaffur Ally adds that they are the troops of Holkar. This expression appeared to me to convey a kind of threat, and the concluding sentence that we would learn the rest from our Hurcarahs confirmed me in this opinion as the Hurcarahs had nothing to communicate but that Holkar's army was prepared for action.

This was the last communication from the camp of Holkar in the space of about two hours after it was received the battle command.

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On a review of the whole proceeding and correspondence with Malher Row Holkar's Government, I am more fearful that the Most Noble the Governor-General will conceive that an unsatisfactory resolution has been too long protracted than that hostilities have been rashly precipitated.

Of those who exercised the functions of the Government of Holkar even since the designs of the Paishwa were known, the negotiations carried on with that chief while he has been at war with the British Government, the assembly of the whole of the army at this place with the avowed intention of proceeding to the Deckan to support the Peshwa, the delays and evasions produced in the negotiations with us, the noncompliance with the just and moderate propositions made to them for an amicable arrangement and above all the daily acts of unprovoked hostility committed by their troops would have justified His Excellency Sir Thomas Hislop in attacking them from the day that his army reached Ougein. Indeed perhaps nothing but the non-age of the Prince and the disorganized state of the Government could have warranted the forbearance which His Excellency has exercised towards them.

Camp Mahidpoor
24th Dec. 1817

I have the honor to be,
(Signed) John Malcolm

DN 72

Letter, dated the 6th of January, 1818, to Mr. John Adam from Sir J. Malcolm.

To

John Adam, Esqr.

Sir,

I had the honor to inform you in my letter of the first instant of the arrival of Meer Zaffer Ally in Camp who brought a paper signed by Malhar Row Holkar which agreed in substance to the conditions I had proposed to that Prince of a preliminary engagement.

The day after the arrival of Meer Zaffer Ally His Excellency the Commander-in-Chief with the force under his command reached the vicinity of this place, and as your private letter of the 25th instant put me in possession of the Governor General's sentiments respecting the terms that would be required of Malhar

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Row Holkar in the anticipated event of his defeat the period was deemed favourable by His Excellency for concluding a treaty, and a negotiation was commenced upon the 3rd with Tantiah Jogh, the Minister of that Prince, whom I had invited to come into Camp for that purpose. The terms proposed were the confirmation of the engagement with Ameer Khan, the cession to the Company of the claims of the Holkar Government upon the Rajpoot States, the cession to Jalim Sing, Rajah of Kotah, of four Districts formerly ruled by him, the confirmation under the guarantee of the Company of his zaidad amounting to near four lakhs of rupees per annum to Gaffoor Khan and his heirs on the condition of his maintaining a quota of Horse, the cession of the tributes of Narsinghur, the cession to the Company of all Holkar's possessions within and to the south of the Sautpoorah Range of hills including Candeish, Amber, Ellora and all his other possessions in that quarter.

I also informed Tantiah Jogh that it was meant to resume Roonch and the villages within the Company's territories formerly granted in Jagheer to Holkar's family, but this intrusion I afterwards abandoned at the earnest solicitation of the Minister upon a consideration of Roonch being the Jagheer of a . . . of high rank who had not joined the hostile faction, and towards whom it was consistent with the character of the negotiation to preserve every respect.

In return for the cession to be made the Minister of Holkar was informed that the British Government would take the remaining provinces of Holkar under its protection, and maintain a force that would preserve the tranquillity of his territories and report and punish any aggression of a foreign enemy. It was stated that though the arrangements did not, including Guffoor Khan's Jagheer, give Holkar more than sixteen or seventeen Lacs of rupees of actual revenue, it left him a country which if tranquil and settled, as might now be anticipated, was capable of yielding in a very few years treble that amount, and it was further urged and admitted that this Government had derived for many years no income for any one of the cessions it was required to make, except the Districts granted to Jalim Sing and their produce was a little more than a Lac of rupees a year.

It would be endless to recapitulate the various and futile arguments brought forward by the Mahratta Minister to induce

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an alteration of the terms proposed. He contended that the war was provoked not by the Ministers of Holkar but by a Council of discontented and turbulent Military chiefs, acting against their advice, and in contempt of their authority. When answered that the acts of Holkar's Court could not be separated from those of an army with which it was present, he urged the youth of the Prince and his claim on that ground to the generous consideration of the Most Noble the Governor-General. He was told that when the latter was assured his favour would reach and confer benefit upon a minor Prince, there could be no doubt it would be extended to him; but those, who exercised power in the name of this Prince, must show themselves, by their action worthy of the confidence of the British Government before they could expect more than what a vigorous policy grounded on attention to its own interests required.

Tantia Jogh finding that no alteration would be made in the terms proposed endeavoured to evade the conclusion of any specific engagement by declaring that Malhar Row Holkar would throw himself upon the protection of the British Government without any engagement and trust to its bounty. This proposition was another mode for asking for a cessation of hostilities till events should determine the best ultimate course, and was of course rejected.

Disappointed in all his efforts Tantia Jogh begged time to write to Ganput Row and Guffoor Khan which though creating some delay was acceded to. Their answer was received last night and Meer Zuffer Ally and the Moonshee of Tantia Jogh waited upon me early this morning to state that the treaty would be signed, but there were three requests from the Maharajah to all or some of which the Ministers most earnestly entreated my attention.

The first was that two only of the four Pergunnahs formerly rented by Rajah Zalim Sing should be given to that ruler.

2ndly. That the . . . due of the tribute from the Rajepoot States should be given to the Maharajah to enable him to discharge his mutinous troops.

3rdly. That Chandore, Amber, and Walgaum, in the Dekhan, which were the original possessions of the Holkar family, and regarded therefore with feelings far beyond their actual value should be ceded to them.

To the first request I answered that it would not be complied with. The second I also rejected, stating however, that I was

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ready upon the security of the revenue of Roonah which had been before proffered on a similar proposition to grant us aid of five Lacs of rupees to enable them to discharge part of their troops.

With regard to the third I told them that no exception could be indulged of retaining the fort of Chandore, the possession of which was essential to the peace of the Province of Candeish. That Amber and the other Districts within the limits of the Nizam's territory could on no consideration be restored as their remaining in the possession of Holkar had been already found of the greatest inconvenience with respect to Walgaum, and the nine villages near Poonah that I knew had been formerly permitted to retain on the ground of their being the native places of his family their revenue could be no object either to the Maharajah or the British State and I did not think it unlikely. I added that the Governor-General might at some further period, if quite satisfied with his conduct, consider the feeling of the Maharajah and his family on the point, but it was one upon which I could make no promise. The Moonshy and Meer Zuffer Ally went to Tantia Jogh from whom they returned with a message that the Minister was prepared to sign the treaty as it stood, but there were one or two points upon which he must entreat me to write the Governor-General.

The first was relative not to the fort but to some villages in the Pergunnah of Chandore, of which the family of Holkar were the hereditary Heads and Magistrates, situations which they would like to hold under any conditions. The revenue was, the Minister represented, inconsiderable but the honor of the family was involved in the preservation of those original possessions.

The Minister brought forward another request in favour of the renters of Chandore and Rampore Bussunt. Both officers need he said advanced the revenues from the current year and he trusted that on the delivery of their forts they would be entitled to consideration. I promised to submit these representations which I did not think unreasonable to the Governor -General.

The Moonshee of Tantia Jogh stated at this interview that his master wished an article should be inserted in the treaty declaring that the Paishwah and his successors should not be permitted to exercise any sovereign right or authority whatever over Malhar Row Holkar or his heirs. Though this article was in fact

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unnecessary, I readily promised to insert it as I considered the desire to do so a remarkable proof of the impression entertained of the complete dissolution of the Mahratta Confederacy.

I expect the treaty will be signed in the course of a few hours.

I remain Sir,
Your most obedient humble servant
(Signed) John Malcolm
Brig. Genl.

Camp at Mundisoor,
6th January, 1818

A true copy

DN 73

Treaty between the English and the Rajah Vikrama Shah of Nepaul, dated the 2nd of December, 1815.

The Treaty of Peace between the Hon'ble East India Company and Maharajah Bikram Sah, Rajah of Nepaul, settled between Lt.-Colonel Bradshaw on the part of the Hon'ble Company in virtue of the full powers vested in him by His Excellency the Right Hon'ble Francis Earl of Moira, Knight of the Most Noble Order of the Garter, one of His Majesty's Most Hon'ble Privy Council, appointed by the Court of Directors of the said Hon'ble Company to direct and control all the affairs in the East Indies, and by Sree Gooroo Gujraj Misser and Chunder Seekur Opedeea on the part of Maharajah Girmaun Jode Bikram Sah Behauder Shumsher Jung, in virtue of the power to that effect vested in them by the said Rajah of Nepaul.

Whereas war has arisen between the Hon'ble East India Company and the Rajah of Nepaul, and whereas the parties are mutually disposed to restore the relations of peace and amity which previously to the occurrence of the late differences had long subsisted between the two States, the following terms of peace have been agreed upon.—

Article 1st

There shall be perpetual peace and friendship between the Hon'ble East India Company and the Rajah of Nipaul.

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Article 2nd

The Rajah of Nipaul renounces all claim to the lands which were the subject of discussion between the two States before the war, and acknowledges the right of the Honorable Company to the sovereignty of those lands.

Article 3rd

The Rajah of Nipaul hereby cedes to the Hon'ble the East India Company in perpetuity all the undermentioned territories namely, first:—the whole of low lands between the rivers Kali and Rapti, secondly, the whole of the low lands (with the exception of Bootwul Khass) lying between the Rapti and the Gunduck, thirdly, the whole of the low lands between the Gunduck and Coosah, in which the authority of the British Government has been introduced, or is in actual course of introduction, fourthly, all the low lands between the rivers Meitchee and the Teestah, fifthly, all the territories within the hills eastward of the river Meitchee including the fort and lands of Nagree and the pass of Nagarcote leading from Morung into the hills together with the territory lying between that pass and Nagree. The aforesaid territory shall be evacuated by the Goorkah troops within forty days from this date.

Article 4th

With a view to indemnify the chiefs and Barahdars of the State of Nipaul, whose interests will suffer by the alienation of the lands ceded by the foregoing article, the British Government agrees to settle pensions to the aggregate amount of two lacs of rupees per annum on such chiefs as may be selected by the Rajah of Nipaul, and in the proportions which the Rajah may fix. As soon as the selection is made, Sunnuds shall be granted under the Seal and signature of the Governor-General for the pensions respectively.

Article 5th

The Rajah of Nipaul renounces for himself, his heirs, and successors all claims to or connexion with the countries lying to

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the west of the river Kali and engages never to have any concern with those countries or the inhabitants thereof.

Article 6th

The Rajah of Nipaul engages never to molest or disturb the Rajah of Siccem in the possession of his territories, but agrees, if any differences shall arise between the State of Nipaul and the Rajah of Siccem or the subjects of either, that such differences shall be referred to the arbitration of the British Government by whose award the Rajah of Nipaul engages to abide.

Article 7th

The Rajah of Nipaul hereby engages never to take or retain in his service any British subject, nor the subject of any European or American State, without the consent of the British Government.

Article 8th

In order to secure and improve the relations of amity and peace hereby established between the two States, it is agreed that accredited Ministers from each shall reside at the Court of the other.

Article 9th

This Treaty consisting of nine articles shall be ratified by the Rajah of Nipaul within fifteen days from this date and the ratification shall be delivered to Lt.-Colonel Bradshaw, who engages to obtain and deliver to the Rajah the ratification of the Governor-General within twenty days, or sooner, if practicable.

Done at Soogowlee on the 2nd day of December, 1815.

Paris Bradshaw, Lt.-Col., P.A.

Received this Treaty from Chunder Seeker Opedeea, Agent on the part of the Rajah of Nipaul, in the valley of Muckwaunpoor, at half past two O'Clock, p.m. on the 4th of March, 1816, and delivered to him the counterpart Treaty on behalf of the British Government.

Dd. Ochterlony
Agent, Governor-General

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DN 74

Treaty between the Nawab Ghazi-ud din Hyder and Lord Moira, dated the 1st of May, 1816.

Treaty between His Excellency the Nabob Vizier-ool-Momaulik Refaut-ood-Dowlah Rufee-ool-Moolk, Ghazee-ood-Deen, Hyder Khawn Behauder, Shahamum Jung and the Bitrish Government for the transfer to His Excellency of the District of Khyreegur and of certain lands conquered by the British Government from the Rajah of Nepaul in commutation of His Excellency's second loan to the British Government and for the exchange of the Pergunna of Handia belonging to His Excellency the Vizier for that of Nawabgunje, belonging to the British Government, settled by His Excellency the Nabob Vizier on his own part, and by Richard Strachey, British Resident at the Court of His Excellency, on the part of the British Government, in virtue of full powers vested in him by His Excellency the Right Honorable, the Earl of Moira, Knight of the most Noble Order of the Garter, Governor-General in Council etc, etc, etc.

Article 1st

The British Government hereby cedes to His Excellency the Vizier in full and perpetual sovereignty the District of Khyreegur; also the low lands between Khyreegur and the Hills and those between His Excellency's territory further to the eastward and the hills; that is, the whole of the late Goorka possessions below the hills extending on the west from the river Gogra to the British District of Goruckpore on the east and bounded on the south by His Excellency's possessions and the District of Khyreegur, and on the north by the hills. The Goorka orders of surrender of that tract will accordingly be made over to His Excellency the Vizier, and the British Government hereby engages to establish His Excellency's authority on the above mentioned territory.

Article 2d

His Excellency the Nabob Vizier, in return for the cession mentioned in the preceding article hereby annuls the debt of the British Government to His Excellency of one crore of rupees, being the total amount of His Excellency's second loan to the Company during the last year, the interest of which loan will

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cease from the date of His Excellency's receiving possessions of Khyreegur and the conquered lands above mentioned, when the acknowledgement granted to His Excellency will be returned.

Article 3d

His Excellency the Nabob Vizier hereby cedes to the British Government the Pergunnah of Handia (otherwise called Kewye) which forms part of His Excellency's District of Purtaubgur, and which intervenes between the British Districts of Jaunpore, Meerzapore, and Allahabad; and the British Government cedes to His Excellency in exchange the Pergunnah of Nabobgunge, which forms part of the District of Goruckpore, and a piece of territory, the revenue of which may be equivalent to that of the Pergunnah of Handia.

Article 4th

The British Government engages that after the establishment of His Excellency's authority on the District of Khyreegur and in the conquered lands above mentioned, if any disturbances arise from whatever cause, they will effectually suppress them, and if notwithstanding this cooperation and support of the British Government His Excellency should (be) deprived of those possessions, other lands yielding the same revenue shall be given to His Excellency.

This Treaty consisting of four articles having been settled by His Excellency the Nabob Vizier for himself and by Richard Strachey, Resident at the Court of Lucknow, on the part of the British Government, the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Excellency the Vizier from whom he has received a counterpart also duly executed by His Excellency. The Resident engages to procure and deliver to His Excellency the Vizier a copy of the same under the seal and signature of His Excellency the Right Honorable the Governor-General, when that executed by the Resident will be returned.

Done at Lucknow on the 1st of May 1816, corresponding with 2d of Jemmady-oo-Sanee, 1231 Hijree.

Moira
N. B. Edmonstone
A. Seton
G. Dowdeswell

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Ratified by the Governor-General this eleventh day of May, one thousand eight hundred and sixteen, at Fort William.

John Adam
Secretary to the Government

DN 75

Minute, dated the 3rd of September, 1825, on Sir Charles Metcalfe's Memorandum by Lord Amherst.

Governor-General.

After an attentive perusal of the Memorandum of Sir Charles Metcalfe on the general question of the interference with the concerns of other States and on its particular application to Bhurtpore, Ulwar, and Jyepore, it is necessary that I should offer upon these subjects a few observations which, when combined with the declared opinions of my colleagues, will become the groundwork of the instructions to be addressed to Sir Charles Metcalfe.

I have hitherto entertained the opinion that our interference with other States should be limited to cases of positive injury to the Honorable Company or of imminent danger thereof. In that opinion I have reason to believe that I am not supported by the servants of the Honorable Company, most competent to judge of its interests, and best acquainted with the circumstances of this country. I should therefore have hesitated in acting upon my own judgement in opposition to theirs; but I am further free to confess that my own opinion has undergone some change; and that I am disposed to think that a system of noninterference which appears to have been tried and to have failed in 1806 would be tried with less probability of success and would be exposed to more signal failure after the events which have occurred and the policy which has been pursued during the last nineteen or twenty years.

A much greater degree of interference than was formerly called for appears to have resulted from the situation in which we were placed by the pacification of the year 1818. It might be a hazardous experiment to relax in the exercise of that paramount authority which our extended influence in Malwa and Rajpootana specially has imposed upon us.

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Applying these general principles to the particular cases before us, and believing that without direct interference on our part there is a probability of very extended disturbances in the upper Provinces, I am prepared, in the first place, to maintain by force of arms if necessary, the succession of Bulwunt Singh to the Raj of Bhurtpore. A question of secondary importance is the coduct to be pursued towards Doorjun Saul and Madhoo Singh. Sir Charles Metcalfe's observations extend to almost every situation in which we may stand with relation to those two individuals; and although we have hitherto rather leaned perhaps to a connection with Doorjun Saul than with his brother, circumstances are arising every day with reference to the position of the two brothers to the estimation in which they are held, to the power which they possess, and also to the development of their character, which might justify the alternate preference of one to the other. One fact indeed is unalterable that Doorjun Saul has usurped a title in opposition to one recognised by us. But marked as the distinction therefore is between him and his brother, and great as are the objections to his holding even the office of Mooktar, I should not be inclined absolutely to shut the door against all reconciliation with him if, as is not impossible, he may place at our disposal the destinies of Bhurtpore. It is enough, however, at present to determine the leading point that the succession of Bulwunt Singh shall be maintained.

I have little to say upon the subject of Ulwar and Jypore save that the view which Charles Metcalfe has taken of the course to be pursued towards those States seems to be in accordance with the sentiments entertained by this Government. Any decisive termination of our differences with Bhurtpore would, I imagine, go far to settle the points in dispute with Ulwar and Jypore. In point of time therefore Bhurtpore is the first object of our attention, though I should be anxious that as short a period as possible should be allowed to elapse before the case of Ahmad Buksh Khan should be enquired into and adjusted. If in the course of events it should appear desirable that Bennee Singh should be maintained on the Guddee of Ulwar and that his rival should be contented with the portion already assigned him, we have, as far as I understand a very complicated case, the authority of Sir David Ochterlony for confirming such an arrangement.

I am afraid that the return of Jhota Ram to Joypore must

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be resented as the violation of a point of honor. If from this or from any other cause further interference should become necessary, I apprehend that the removal of the Rannee with the consent of the Thakoor would be the only effectual cure for the disorders of the State.

I most ardently hope that such may yet be effected by the presence of Sir Charles Metcalfe before the sword is drawn. But if we are driven to the employment of force, I am cheered and encouraged by the statement lately circulated by the Adjutant General under the orders of the Commander-in-Chief and by the assurances of his Excellency that we can assemble a field force equal to any emergency likely to arise in the Upper Provinces.
3rd September, 1825.

Amherst

Minute by the Governor General
D/3d Sept.

DN 76

Minute, dated the 5th of July, 1834, by Lord William Bentinck.

I have the honour to lay before Council a letter addressed to me by the Commander-in-Chief at Madras . . . . the following question whether the native women married to soldiers of His Majesty's 48th Regt. about to embark for England shall be permitted to accompany their husbands under the sanction of an order of the Marquess of Hastings, dated 28th September, 1822, which has not been abrogated. The order is annexed to the other documents.

The question that first occurs is what has been the general practice. The Answer will, I believe, disclose a fact . . . . to humanity and morality that the greater part(s) are left behind without any provision, and are in general turned . . . . masse to the Relieving Regiment. The allowance given to the wives and children of Europeans . . . . officers and soldiers has formed a principal encouragement to this transfer. This subject has engaged much of my consideration, and at an early period, I shall submit a proposition by which, I hope to provide a means for rescuing these unfortunate persons from the degradation and

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destitution to which they are exposed and to render them and their husbands useful members of the State. I hope also to dispose of some other . . . . connected with the existing system of relief of the King's troops. But the proposition in question will not meet the present case, and therefore it is unnecessary for me to advert to it further at present.

The condition of this class of women is almost as deplorable under the other alternative of allowing them to go with their husbands. They are ..able to support the severity of a northern climate while the restricted means of the soldier in Europe do not enable him to afford the same comforts to his family as in India. Irregular habits and other circumstances must necessarily entrust upon these women early misery and death.

This case, however, requires immediate decision and I have to request the assistance of the Council in answering the present reference from Sir Robert O' Callaghum.

W. Bentinck

Otacamund
July 5, 1834

(Cover)

Submits a reference from Sir R. W. O'Callaghum whether the native women married to soldiers of H.M's 48th Regt. about to embark for England shall be permitted to accompany their husbands and brings to notice the deplorable case of these women under the existing system of relief of the King's Troops —will submit at an early period a proposition to provide a means for the amelioration of their condition.

DN 77

Letter, dated the 1st of June, 1835, from T.B. Macaulay.

Honorable Sirs,

I have this day received your letter, dated the 25th of May, and I have no hesitation in complying with the flattering and gratifying . . . . which it contains.

Though under the arrangement which my colleagues kindly made, and which the Court of Directors has sanctioned, I have been permitted to see all the documents which have been in circulation and . . . at all the deliberations of the Council, I

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still feel that my public duties do not occupy so much of my time as the public has a right to require. I cannot better employ my leisure than by taking part in the labour of the Law Commission, and I shall forthwith enter with the greatest alacrity on the important duties of my new office.

I have the honour to be,
Hon'ble Sirs,
Your most obedient servant,
T. B. Macaulay

Calcutta June 1,
1835

24 August, 1835, Govt. of India
Honorable T. B. Macaulay
In reply accepted the duty of President of the Law Commission in addition to . . . . ordinary member of Council.
Civil.

DN 78

Treaty between Lord Auckland and Muhammad Ali Shah, dated the 11th of September, 1837.

Treaty between the Honorable East India Company and His Majesty Abool Futteh Moeen ood-Deen Nowsherewani Audil Sultani Zaman Mohummud Allee Shah, King of Oude.

Whereas by the subsisting alliance between the Honorable East India Company and the Oude State the British Government is bound to defend the Oude territories against foreign and domestic enemies, the sovereign of Oude engaging to retain in his service only a small specified number of troops, and Whereas while the British Government has faithfully and scrupulously performed the obligations so imposed on it, the engagement on the part of the Oude State has been habitually infringed, there being now in the employment of His Majesty the King of Oude a large and expensive military force; and Whereas experience has shown that the execution of all the provisions of the Treaty of 1801 is attended with serious difficulty and it is desirable and proper that a modified arrangement consistent with the principles of that Treaty and conducing to the prosperity and advantage of both States should be introduced, and Whereas restrictions as to the amount of military force to be employed by His Majesty

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the king of Oude may with propriety be relaxed on condition that an adequate portion of the increased force shall be placed under British discipline and control so as at once to promote the general interests of the Indian Empire and in particular the dignity and safety of the King providing at a reduced cost for the efficiency of his national military establishment; and Whereas article 6th of the Treaty of 1801 requires that the sovereign of Oude always advising with, and acting in conformity to, the counsel of the officers of the Honorable Company shall establish in his reserved dominions such a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects and be calculated to secure the lives and property of the inhabitants but provides no remedy for the neglect of that solemn and paramount obligation, and Whereas the infraction of this essential engagement of the Treaty, and inattention to the first duty of a sovereign on the part of several successive rulers of Oude, have been continued and notorious, and have ever exposed the British Government to the reproach of imperfectly fulfilling its obligations towards the Oude people, and it is therefore just and proper that the defect alluded to in article 6th of the Treaty aforesaid should be rectified; the following provisions have accordingly been arranged and concluded on the one part by Lieutenant Colonel John Low, Resident at the Court of Lucknow, in the name and on behalf of the Right Honorable Lord Auckland, Governor -General of India in Council, and on the other by Abool Futteh Moeen ood-Deen Sultani Zaman Nowsherewan-i-Audil, Mohummad Alli Shah, King of Oude, for himself and his heirs, and this agreement is to hold good from generation to generation to the end of time.

Article 1st. Article third (3rd) of the Treaty dated the tenth of November, one thousand eight hundred and one is hereby cancelled, and His Majesty the King of Oude may employ such a military establishment as he may deem necessary for the Government of his dominions. His Majesty engages, however, to make a suitable reduction of his establishment when it may appear to the British Government from its pressure on the finances of the country or other causes to be obviously excessive.

Article 2nd. The Honorable East India Company engages, as before, to defend the Oude State against all foreign and

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domestic enemies; but it will be proper and advisable that His Majesty the King of Oude shall organize as a part of his augmented military establishment, a disciplined force for the general support of his authority within his dominions.

Article 3rd. The King of Oude agrees that the portion of his troops, to be organized as stipulated in the preceding article, shall consist of not less than two regiments of Cavalry, five of Infantry and two Companies of Golundauze for whose regular payment a suitable arrangement will be made.

Article 4th. The Government of Oude will fix the sum of sixteen (16) Lacs of rupees per annum for the expenses of the force stipulated to be maintained in the third (3rd) article of this Treaty, including their pay, arms, equipments and public buildings of the Cantonments etc; and as this force is so to be organized as to ensure its efficiency for all descriptions of service, it will be open to future decision whether it may be advisable (with the consent of both Governments) to have a small party of horse artillery instead of a few of the horsemen, and a small body of pioneers instead of a few infantry sepoys, but it is a settled compact between the two States that the expenditure on account of this new force, whatever may be its organization, shall not exceed sixteen lacs of rupees including every description of expense connected with it. And also in consequence of this year being one of great scarcity and the expenditure of the Oude Government being very great owing to its having to pay up a large amount of arrears due to troops and establishments, greater than usual, it is on these accounts hereby settled that for a period of eighteen (18) months, reckoning from the first of September, one thousand eight hundred and thirty seven, the organization of the new force shall not be commenced and accordingly that no demands shall be made upon the Oude Government for money to pay the above mentioned troops until the first of March, eighteen hundred and thirty-nine.

Article 5th. The British Government hereby engages to supply, and the King of Oude to take into his service an adequate number of British officers to be constantly employed with such force for the purpose of maintaining its due discipline and securing its permanent efficiency.

Article 6th. This Auxiliary force will ordinarily be fixed at such stations within the Oude territory as may with the consent

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of both Governments from time to time to both seem most convenient and will be employed on all occasions on which its services may be deemed necessary by the King of Oude with the concurrence of the British Resident, but it is to be clearly understood that such force is not to be employed in the ordinary collections of revenue.

Article 7th. In modification of article 6th of the Treaty, above referred to, it is hereby provided that the King of Oude will take into his immediate and earnest consideration in concert with the British Resident the best means of remedying the existing defects in the Police and in the Judicial and Revenue administrations of his dominions and that if His Majesty should neglect to attend to the advice and counsel of the British Government or its local representative, and if (which God forbid) gross and systematic oppression, anarchy and misrule should hereafter at any time prevail within the Oude dominions such as seriously to endanger the public tranquillity, the British Government reserves to itself the right of appointing its own officers to the management of whatsoever portions of the Oude territory, either to a small or to a great extent, in which such misrule as that above alluded to may have occurred for so long a period as it may deem necessary, the surplus receipts in such a case after defraying all charges to be paid into the King's treasury, and a true and faithful account rendered to His Majesty of the receipts and expenditure of the territories so assumed.

Article 8. And it is hereby further agreed that in case the Governor-General of India in Council should be compelled to resort to the exercise of the authority vested in him by article 7th of this Treaty he will endeavour as far as possible to maintain (with such improvements as they may admit of) the native institutions and forms of administration within the assumed territories so as to facilitate the restoration of those territories to the sovereign of Oude, when the proper period for such restoration shall arrive.

Article 9th. All the other provisions and conditions of former Treaties between the British Government and the Oude State which are not affected by the above convention are to remain in full force and effect.

The above Treaty consisting of nine articles is executed at Lucknow this eleventh day of September, in the year of our Lord one thousand eight hundred and thirty seven, corresponding

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with the tenth day of Jamadoossanee, twelve hundred and fifty three Hegira.

Auckland
A. Ross
W. Morison
H. Shakespear

Ratified by the Governor-General of India in Council at Fort William in Bengal, the eighteenth day of September, one thousand eight hundred thirty seven.

Sd. W. H. Macnaghten,
Secretary to the Govt. of India

DN 79

Letter, dated the 8th of July, 1839, to Muhammad Ali Shah of Oude from Lord Auckland.

My Royal and illustrious friend—

I have been for many months in correspondence with the Directors of the Honorable Company upon the subject of the Treaty which I concluded with your Majesty on the 8th of September, 1837, and that high authority had particularly taken into its consideration the representations made by your Majesty of the . . . embarrassments which might be occasioned to the State of Oude by the annual payment of sixteen lakhs to the support of the Military force which has been partly raised under that Treaty.

The British authorities willingly distinguish between the an(xiety?) for good Government which has been exhibited by your Majesty, and the maladministration and the reckless extravagance of which, in former times, they have had so much painful reason to complain, and I have been empowered in consequence to relieve the State of Oude from all that is onerous in the conditions respecting this force, and to defray the expense of the portion of it already organized from the British Treasury.

I cordially share in the liberal feelings which have been entertained by the Honorable Court in conveying to me this authority. I have some times feared that the apprehension of having to raise this sum of sixteen lakhs may have led to heavier exactions on the people of Oude than they were well able in the

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present state of the country, to bear, and I would express my strong hope that your Majesty will see in the relaxation of this demand a means, either of giving ease by some relief from taxation to your subjects, or of promoting their interests, and expending their resources, by useful public works. I am confirmed in this hope by the conviction that the good of your people is of all objects that which is the nearest to your Majesty's heart, and I am happy also in the assurance that the measures which I am now announcing will be looked upon as a fresh proof of the friendship with which your Majesty is regarded by me and by the British nation.

I shall derive the highest gratification from being informed that by a careful moderation (of) the demands of re(ven)ue by the selection of just, and the removal of tyrannical and corrupt managers of District and by an efficient acquaintance with the measures which are adopted by your servants in all parts of your extensive kingdom, the welfare and happiness of your subjects are under the enlightened and humane Government of your Majesty from day to day augmented.

I beg to express the high consideration I entertain for your Majesty and to subscribe myself your Majesty's

Simla
8th July, 1839

Sincere friend
Auckland

DN 80

Minute, dated the 1st of April, 1857, from Lord Canning and the members of The Council.

Berhampore Mutiny.

This report by Maj. General Hearsey of the proceedings which took place yesterday at Barrackpore on the occasion of the disbandment of the 19th Regiment N. I. will be read with anxious interest.

That the measure has been carried through without disturbance of any kind is a matter for which to be deeply thankful.

That the effect of it will be more salutary, and that many misguided men will be recalled by it to a sense of their duty and to a proper spirit of subordination, I have no doubt. Short as is

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the time since the determination of the Govt. to disband the 19th Regt. has been generally known I have already heard from officers in command that such a change is at work.

If it should be found to be in the power of the Government of India to follow up the example of the 19th Regt. by bringing home to the several offenders the very grave crimes against the Government and against their officers with which certain native officers and sepoys of the 2nd, 34th, and 70th Regiments of N.I. have been recently charged and by awarding to these men promptly the full punishment due to them, much will have been done to arrest the spirit of mistrust and insubordination which undoubtedly has been actively spread of late in some of the military stations of Bengal, but which may, I believe, still be kept within limits, and eradicated by firm and temperate treatment.

I am sure that my Honorable colleagues will join me in the opinion that Major General Hearsey has discharged his difficult task in a manner which well deserves the thanks of G. G. in C. With the firmness of a soldier executing imperative instructions, he has shown towards the men who received their sentinel from him a kindliness of feeling and a consideration the effect of which upon them was, I am assured, very apparent. This combined with good judgment, a thorough knowledge of the character and feelings of those with whom he had to deal, and unusual familiarity with their language, has enabled Major General Hearsey to carry out with perfect success one of the most trying duties which can be imposed upon a Commander. I submit that the entire approbation . . . and . . . of the G. G. in C. be conveyed to Major General Hearsey.

Canning
April 1, 57.

I also agree most Cordially
J .....
1st April, 1857
B. Peacock,
April 2nd 1857

(Cover)

Minute by the Governor-General
Concurred in by the Honourable Members of Council.
D/1st April, 1857,
Berhampur Mutiny 19th Native Infantry

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DN 81

Letter, dated the 22nd of June, 1857, to the Chief Civil or Military authority from General Sir Henry Lawrence.

Lucknow June 22

My dear Sir,

Since the 6th our communications have been cut off, but we are quite strong and safe at Lucknow, both in Cantonment and in the city and we are daily strengthening our positions and increasing our supplies. We are, however, anxious for news of Allahabad, Benares and other places. I send this note through Rajah Man Sing, through whom I request you will reply, giving me all the information in your power. We have a great many large guns in position. My grief is that we cannot cross the Ganges to help General Wheeler. Respondez dans la Francaisa. Health generally good. Send this on to the chief authority at Benares to be forwarded, after perusal, to Calcutta, to Govt.

Yours Sincerely,
Henry Lawrence,
Chief Command

(Address)

To

The Chief Civil or Military authority or any Gentleman

Jaunpoor

DN 82

Notification, dated the 2nd of October, 1857, announced by Lord Canning.

No. 1238 of 1857

Notification G. O.

2nd October, 1857

The G. G. in C. rejoices to announce that information has been this day received from Maj. General Sir James Outram, G. C. B., showing that the Residency at Lucknow was in the possession of Maj. General Havelock's force on the 25th ultimo and that the garrison is saved.

Barely has a Commander been so fortunate as to relieve by his success so many aching hearts, or to reap so rich a reward

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of gratitude as will deservedly be offered to Maj. General Havelock and his gallant band wherever their triump shall become known.

The G. G. in C. tenders to Sir James Outram and to Major General Havelock his earnest thanks and congratulations upon the joyful result of which a merciful Providence has made them the chief instruments.

The G. G. in C. forbears to observe further upon information which is necessarily imperfect; but he cannot refrain from expressing the deep sorrow with which he hears of the death of Brigadier General Neill of the 1st Madras European Fusileers of which it is to be feared that no doubt exists. Brigadier General Neill during his short but active careef in Bengal had won the confidence and respect of the Governor-General of India; he had made himself conspicuous as an intelligent, prompt, selfreliant soldier, ready of resource and stout of heart; and the G. G. in C. offers to the General and to the army of Madras his sincere condolence upon the untimely loss of one who was an honor to the service of their Presidency.

C.

Jl. 3/10

(Cover)

July 1857

Notification D/2nd Oct.

Announcing that the Residency of Lucknow was in the possession of Major-General Havelock's force on the 25th ultimo and that the Gov. is . . . thanking Sir James Outram and Major-General Havelock and expressing regret at the death of Br. General Neill of the 1st Madras Frs.

DN 83

Letter, dated the 19th of August, 1857, to Brigadier General Wilson from W. S. R. Hodson.

Camp Dusseeah,
19 August '57

My dear General,

Your letter, dated the 17th, reached me at 11 A.M. to-day. I am sorry you do not approve of my taking Rohtuc; and that

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you are not able to garrison it. You will be glad to hear, however, that the Delhi force moving towards Hansee has been so frightened out of their propriety and "demoralized" by our proceedings that they have melted away to about 8 or 9 hundred men and talk of burying their guns.

The 30 Raeegurs (sowars), who were brought up from the District to destroy us, have gone off to their homes, and taken their wounded with them. In the affair yesterday morning the brother of "Babur", the head of the Raeegurs, was killed, as also a Shekh N. Officer of influence. I think I told you that the Jheend Raja had sent me 25 men from Gohana; 80 more, well armed and equipped, reached here this morning from Jheend. So I have nearly 400 Saeres and as we keep a good look out, have no 'impediment, and I have tolerably good information of all that goes on. We are, I trust, not likely to come to grief. I will march backwards tomorrow morning, being now in advance of Rohtuc and write to you again tomorrow. We have polished off 85 rascals in the three affairs, besides wounded, three of the former being "officers of distinction". I do not think any force will come out from Delhi except fugitives going to their homes. Some of my men who have just come in from Delhi tell me that the Ieleewarn(?) and Eedgah are in our possession. I trust this is true.

Yours most sincerely,
W. S. R. Hodson

Brig. General Wilson

DN 84

Letter, dated the 19th of August, 1857, to the Brigadier General Nicholson from John Lawrence.

19th August, 1857
Lahore

My dear Nicholson,

Wilde leaves this tomorrow morning with the whole corps, and takes Dawes' troop from Jelundher. He expects to be at Delhy by the 4th, which is quite as soon as you folks can be ready to assault. Should your Brigade go in at the Cashmere Gate, recollect that when you once pass the octagon inside, you

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come to an open space in which the church stands. In advance of this open ground are two streets which lead onwards into the Town. If you secure two houses viz. Hemid Ali Khan's and Skinners you command both streets and are quite safe from a sudden attack, and in this open space I would counsel that you reform your men, and get in your guns, and advance with deliberation. After passing the old Residency, lately the College, you come to the old Magazine, and then over a Bridge on the canal to the Palace. From the ground in front of the College & Magazine, which is higher than Selimghur, you could shell the Palace with great advantage, while, to the best of my recollection, guns from neither Selimghur nor the Palace could touch you.

Behind the church is a pucca house with a large Tykhana leading outside the walls of the town on the river side. It might be well to try it at the same time as the Cashmere Gate is assaulted. But a guide will be necessary. At any rate it will be well to know of this passage.

I do not think that much resistance will be made in the town. I anticipate that a portion of the Mutineers will endeavour to hold the Palace, and that the rest will bolt. Guns cannot be mounted on the walls of the Palace, and a day's shelling will insure its surrender. But if the town holds out, and the Mutineers occupy the houses, we should seize the Jumma Musjid and the other Mosque in the Chandni Chowk, which will serve as a fortress for our troops. The Lahore Gate of the city leads down the Chandni Chowk to the Palace. It is some eighty feet wide. Secure this street and the Jumma Musjid, and the Mutineers cannot maintain themselves.

No news for some days from down below.

Yours sincerely
John Lawrence

Brig.-Gen. Nicholson
Etc. Etc.

The Pandeys will bolt by the Negumbode gate across the Doab for Rohilcund. We should have cavalry on that side to cut them up. 240 Pesh (Peshwar) horse start to night under Major Stokes. They are rather a good lot.

J. L.

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INDEX

Abdul Kader Khan, 28, 29, 133, 135 136
Abdul Wahab Khan, 114
Adams, John, 215, 217, 218, 220, 222, 231
Adams, Thomas, 44, 46, 64, 67, 214
Addington, Henry, 37, 38, 173, 177
Agra, 40, 192
Ahmad Ali, 61
Ahmad Baksh Khan, 49, 232.
Ahmadnagar, 36, 44, 179, 212
Ajanta, 35, 44, 171
Akola, 44
Alamgir II, 5
Aldersey, W., 80, 90
Alexander, J., 80, 83
Ali Gahar, Shahzada, 5
Alivardi, 1
Allahabad, 9, 20, 27, 48, 53, 76, 106, 109, 129, 191, 230, 242
Ali Raja Bibi, 23, 113, 114
Alwar, 49, 50, 231, 232
American, 228
Amber, 46, 223, 224
Amboorgarh, 23, 115
Amherst, 49, 232
Amir Singh, 32, 147
Amir Khan, 42, 43, 197, 198, 199, 200, 223
Amraoti, 44, 213
Amrit Sing, 13, 86
Anderson, David, 19, 104
Anderson, Lieutenant, 26, 122
Annah, 165, 166
Arcot, 150
Asaf Jah Nizam Ali Khan, 26, 123, 124, 125
Assaf-ud daulah, 20, 22, 127, 128, 131
Asirgarh, 44, 209
Assaye, 161, 164
Auckland, Lord, 51, 236, 239, 240
Aurangabad, 213
Auracourchey, 114
Azim-ud daulah, 32, 154, 155

Barlow, G. H., 24, 39, 40, 41, 191
Balasore, 25, 120, 170
Balaram Varman, 33
Baba Saheb, 33, 160
Bapu Willele Mahadeo, 35, 166
Baiza Bai, 35, 167
Baird, General, 38, 179
Bassein, 44
Balwant Singh, 49, 232
Banni Singh, 50, 232
Barrackpore, 52
Batavia, 60
Barwell, Richard, 82, 84, 90, 98, 100, 101, 104, 110
Bahadur Shah, 134
Bahadur Khan, 164
Baillie, John, 194, 196
Bassein, 213
Bannatyne, Lieutenant, 3, 4, 57
Benares, 9, 20, 21, 25, 53, 75, 107, 109, 129, 133, 134, 137, 140, 144, 179, 242
Bentley, Charles, 16, 91
Berar, 34, 35, 161, 169, 213, 214
Bentinck, Lord William, 36, 50, 172, 234
Bengal, 38, 45, 58, 60, 61, 62, 79
Beaumont, Anselm, 67
Beckwith, W. M., 94
Bellsea, 111
Bencoolen, 114
Berhanpore, 34, 167, 169
Bhagalpore, 19
Bharatpore, 40, 49, 190, 191, 192, 231, 232
Bhopal, 43
Bill Kishen Lutchna, 33, 160
Bihar, 62, 67, 79, 107
Billers, William, 64, 67, 82
Birbhum, 93
Biswapat, 114
Bikram Shah, 226
Boileau, Thomas, 2, 57
Bogle, George, 15, 91
Boulboo Hozzoorimull Roy Dulchand, 15, 92
Boinpore, 81
Boglepore, 93, 105
Brereton, Major, 4, 58
Browne, Captain, 19, 105
Bradshaw, Lieutenant Colonel, 226, 228
Burdwan, 6, 7, 65, 93
Buxar, 6, 112
Bulwand Singh (of Benares), 9, 21, 22, 75, 76
Burke, Edmund, 24, 118, 119
Bundi, 44, 208, 210
Butwul Khass, 47, 227
Burdett, J., 73

Canning, Lord, 52, 54, 241
Calcutta, 53 57, 63
Carnac, John, 64, 67, 74, 77, 78, 83, 84
Carwar, 114

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Calicut, 116
Cailland, General, 123
Carey, Mrs. Peter, 2, 3, 59
Cartier, John, 12, 64, 67, 82
Cawnpore, 27, 193
Carnatic, 32, 150, 151, 152, 154
Callaghun, Robert, 234
Cannanore, 23, 113, 114, 115
Chambers, Robert, 103
Chaprah, 111
Chittoor, 114
Child, Charles, 2, 57
Chingleput, 3, 58
Chandannagar, 6, 25, 63, 121
Chittagong, 6, 7, 65, 81, 91
Champion, Colonel, 12, 85
Chunar, 9, 76, 109
Charlton, Francis, 11, 81
Chandore, 224, 225
Chandra Sekhar Opedeea, 226, 228
Chinsura, 6, 60, 61
Chait Singh, 20, 22, 109, 111
Close, Lieutenant Colonel Barry, 161, 169
Close, Captain Robert, 206, 211
Clive, Lord Robert, 3, 5, 6, 8, 9, 10, 11, 77, 78
Clive, Lord Edward, 38, 150, 155, 161, 179, 182
Clavering, J., 18, 97, 98, 100, 101, 102, 103, 104, 110
Cleaveland, Augustus, 19, 106
Clarke, Alured, 37, 137, 173
Cockburn, Thomas, 182
Cossimbazar, 25, 87, 121, 133
Commonstone, N. B., 133
Colin, Lieutenant Colonel, 156, 160
Coromandel, 38, 182
Concan, 167
Craig, James, 138
Coote, Eyre, 3, 4, 22, 58, 111, 112
Coosah, 227
Creswicke, Joseph, 4, 59
Cora, 9, 20, 75, 106, 109
Cornwallis, Lord, 24, 25, 26, 38, 121, 122, 123, 182, 186
Culpee, 60, 61
Currah, 20, 106
Cuttack, 11, 35, 81, 170

Dacca, 8, 25, 93, 122
Dartmouth, Lord, 38, 183
Davies, Captain, 44, 213
Dawe, 55, 244
Das, Pudmohan, 17, 94
Delhi, 5, 55, 59, 244
Deccan, 44, 46, 123, 163, 169, 213, 220, 222
Denant Opaeedea, 134
Deogam, 35, 169, 170
Dinapore, 12, 93
Doveton, Brigadier General John, 44, 213, 214
Dowdeswell, G., 230
Ducarel, G. G., 12, 85
Dutch, 5, 6, 8, 66
Dutch East India Company, 60
Durlabharam, 9, 10, 12, 78, 79, 84
Dundas, Henry, 24, 37, 120, 181
Dusseah, 55, 243
Duncan, Jonathan, 24, 25, 28, 120, 121, 133
Durjan Saul, 49, 232

East India Company, 7, 12, 33, 35, 48, 51, 77, 156
Eaton, Captain, 112
Edmonstone, N. B., 133, 197, 198, 230
Edgah, 244
Elizabeth, 59
Elphinstone, Mountstuart, 44
Ellora, 46, 223
Europe, 51, 60
European, 228

Fatehgarh, 27, 130
Fateh Ali Khan, alias Tipu, 123
Farrakhabad, 129, 140
Floyed, A., 213
Floyer, Charles, 82, 83
Fort William, 3, 7, 65, 68, 72, 73, 82, 87, 95, 96, 97, 98, 101, 139
Fort St. George, 4, 26, 36, 38, 58, 113, 116, 127, 138, 139, 144, 146, 150, 172, 181, 182, 183
Fowke, Francis, 22, 112
Fraser, General James Stuart, 36, 139, 172
Francis, Philip, 17, 18, 21, 95, 104, 110, 111, 118, 119
French, 8, 19, 25, 72, 104
Fulta, 6, 60, 61

Gaffar Khan, 46, 223
Gandak, 47, 227
Ganges, 53, 143, 144, 177, 242
Ganga Kissen, 94
Gauripur, 121
Gawileghur, 170
Gandapore, 171
Ganapat Rao, 220
George III, 94
Ghazipur, 9, 24, 75, 109, 120
Ghazi-ud din Haidar, 48, 229
Goring, Charles, 19, 104
Gohad, 39, 170, 187
Godavari, 44, 171, 213
Gogra, 48, 229
Gorakhpur, 48, 229
Gohana, 244
Graham, John, 10, 80, 91
Gray, George, 73
Grenville, Lord, 138
Guru Gujraj Misser, 226
Gurkha, 47, 227, 229
Gwalior, 26, 39, 43

Hastings, Marquess of (Lord Moira), 43, 44, 50, 206, 212, 217
Hastings, Warren, 4, 5, 6, 7, 13, 15, 16, 18-21, 60, 64, 86, 87, 90, 96-108, 110, 112, 114, 117, 134

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Harris, General William George, 31, 38, 138, 178
Harris, James, 90
Handia, 44, 48, 229, 230
Havelock, General, 54, 242
Hansi, 55, 244
Harwood, Mr., 85
Harrington, J. H., 137
Harcourt, 182
Hemid Ali Khan, 245
Hearsey, Major General, 52, 240, 241
Hengoolaul, 17, 94
Herat, 138
Hislop, Thomas, 44, 45, 46, 216, 217, 219, 220, 221
Hindostan, 163, 167, 169, 210
Hindia, 214
Holkar, Jaswant Rao, 36, 39, 40, 41, 42, 43, 168, 172, 188, 192, 193, 194
Holkar, Malhar Rao, 45, 46, 47, 198, 220, 221, 222, 224
Hodson, W. S. R., 54, 55, 244
Holwell, J. Z., 2, 6, 57
Hughly, 64, 70
Hurst, George, 85, 86
Hudleston, John, 113, 116
Hyde, John, 103
Hyder Ali, 23, 115, 116
Hyderabad, 44, 179, 213, 216
Hydernagar, 113, 116

Impey, Elijah, 16, 18, 97, 102, 117

Jadu Rao Bhaskar, 35, 164-167
Jaunpore, 24, 48, 53, 109, 120, 121, 230, 242
Jainagar (Jaipur), 39, 40, 187-189
Jaipur, (Jainagar), 49, 170, 190, 231, 232
Jaulna, 44, 212
Jalim Singh, 46, 223, 224
Jagat Set, 78, 79, 84
Jaffar Ali, 220-222
Jessore, 93
Jhind, 55, 244
Jhota Ram, 232
Jodhpur, 44, 170, 208, 210
Johnstone, John, 72
Jones, Major General, 39, 188
Jugdea, 25, 122
Jumna, 39, 41, 183, 191
Jullundhar, 55
Jubah Dadah, 166
Jugobah, 167

Kali, 47, 227, 228
Karunulla, 24, 120
Kewye (same as Handia), 230
Kennaway, Captain, 123, 126
Khandesh, 35, 46, 168, 223
Khairagarh, 48, 229, 230
Kirkpatrick, Lieutenant Colonel James A., 28, 179
Kirkpatrick, Captain William, 26, 123, 134, 135, 136
Kinloch, Captain, 27
Kotah, 44, 46, 210, 227
Kumerul-ud din Khan, 164

Lake, Lord, 36, 39, 40, 172, 183, 193
Lawrence, Henry, 53, 242
Lawrence, John, 55, 245
Lawrence, James, 90
Lahore, 244
Leycester, R., 68
Lemaistre, S. C., 103
Lewsham, Lord, 175
Low, John, 236
Luckeva Dadah, 167
Lumsden, J., 197
Lucknow, 28, 53, 54, 133, 138, 144, 196, 230, 236, 242, 243

Macnaghaten, W. H., 239
Madhoo Singh, 232
Mahidpur, 222
Mahadeo, 166
Macaulay, Colin, 156, 160
Macaulay, T. B., 51, 235
Madhav Rao Narain, 123, 124, 125
Malet, Charles Ware, 2, 5, 25, 26, 122, 124
Madras, 3, 4, 50, 57
Marathas, 10, 11, 20, 33, 41, 47, 106, 193, 194, 215, 226
Masulipatam, 138, 216
Maclean, Colonel, 77, 98, 99, 100, 102
Mahiput Narain, 22
Mangalore, 23, 116
Malcolm, John, 34, 44-46, 169, 188, 189, 212, 214, 215, 217, 222, 226
Malabar, 38, 113, 182
Machery (Alwar), 40, 41, 190, 191
Malwa, 44, 49, 163, 168, 232
Malkapur, 44, 213
Makwanpur, 47, 228
Man Singh, 53, 242
Mariott, Randolph, 67
Meitchee, 227
Medows, Major General William, 26, 127
Mercer, Groom, 40, 191
Metcalfe, Charles, 49, 231-233
Miapore, 61
Minto, Lord Gilbert, 41, 194, 197
Mir Jaffar (Nawab), 3, 5-9, 59, 60, 63, 64, 65, 69, 73, 76
Middleton, S., 12, 13, 68, 85, 86, 90
Midnapore, 6, 7, 8, 65, 78, 80, 81, 93
Mir Kasim, (Kasim Ali), 6, 7, 9, 11, 16, 20, 65, 66, 68, 75, 108
Minah-ud daulah, 10, 12, 79, 84
Mirzapur, 48, 133, 230
Mir Jafar Ali, 111, 224, 225
Mount Tilly, 116
Mornington (Marquess Wellesley), 139, 145, 149
Monghyr, 6, 85, 173, 177
Morrison, D. B., 21
Moira (Marquess of Hastings), 42, 43, 44
Morung, 47, 227

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Moghul, 61
Morgan, Colonel, 97
Mundisore, 226
Muhammad Khan Afrudee, 164
Muhammad Ali (Carnatic), 115, 152, 153
Murshidabad, 4, 12, 66, 85, 86, 90, 93
Muttra, 40, 192
Muhammad Ali Shah, 51, 235, 239
Mubarak-ud daula, 12, 83, 84
Munsaram, 21

Nazim-ud daulah, 7, 8, 10, 69, 72
Nadia, 93
Nanda Kumar Rai, 13, 16, 17, 94
Narmada, 35, 43, 44, 45, 214, 216, 218
Nagree, 47, 227
Nagarkot, 47
Nawabganj, 48, 230
Nagpur, 167, 197, 198, 205, 214, 215
Narain Rao, 166
Narnullah, 170
Nepal, 28, 29, 48, 133-136, 226, 227, 228, 229
Neill, Brigadier General F. G. S., 54, 243
Nizam, 31, 35, 138, 213, 216, 225
Nicholson, Brigadier General John, 55, 244
Nugent, S., 196
Nuddea-ka-gong, 211

Ootacamund, 50
Oakley, Charles, 26, 127, 144
Ochterlony, D., 50, 228, 232
Omar Beg Khan, 7, 64
Onore, 114
Ootatoor, 26, 127
Orissa, 62
Osborne, Captain, 21, 110
Outram, James, 242, 243
Oudh, 6, 20, 28, 41, 51, 106, 107, 129, 181, 235-238

Patna, 5, 25, 59, 62, 122
Palacacherry, 114
Payen Ghaut, 23, 44, 113, 115, 150, 152, 213
Partabgarh, 48, 230
Pandeys, 55, 245
Paungul, 126
Persia, 30, 138
Peshwa, 42-44, 46, 55, 169, 171, 198, 199
Petrie, 182
Pigot, George, 3, 58
Piele, J. H., 34, 161, 162
Pindarris, 42-45, 197-199, 200, 206, 207, 209-211, 213, 217-219
Pitman, Major, 44, 213
Playdell, C. S., 72, 73
Pocock, George, 4, 58
Potaspore, 11, 81
Poona, 25, 44, 122, 167, 171, 212, 213, 215
Popham, 176

Preston, Captain, 3, 58
Purnea, 12, 65, 71, 91, 93
Purling, Charles, 21, 110
Pulwara, 85

Rajmahal, 19, 105
Rajputana, 39, 40
Rapti, 47, 227
Rajpur, 93
Ramdin, 46, 220
Ram Rajah, 157-160
Ram Chandra Bhaskar, 211
Rampore Bussant, 225
Raza Khan, Muhammad, 8, 9, 13, 70, 98
Reed, John, 11, 82
Redfearn, William ,107
Roshan Beg, 46, 220
Rohim Khan, 46, 220
Rohatak, 55, 243
Rohilkhand, 55, 245
Roonah, 225
Ross, A., 239
Roy Dulchand, 92
Rudopore, 28, 135
Russell, Henry, 44, 212, 213
Russell, Claude, 80

Saif-ud daula, 10 ,78, 80, 81, 83
Satgur, 23, 113, 115
Sadar Khan, 23, 116
Saadat Ali Khan, 27, 30, 41, 127-131, 139, 140, 194
Sarboji, 32, 145, 149
Sarji Rao Ghatke, 35, 167
Satpura, 44, 46, 213, 223
Sagauli, 47, 228
Sane, Thomas, 90
Saktiergarh, 109
Sadlier, Anthony, 113, 116
Scott, Colonel, 30, 38, 140, 175, 183
Seringapatam, 38, 113, 116
Seroor, 44, 212
Secunderabad, 44, 213, 216
Seton, A., 230
Shah Alam, 5, 6, 9, 10, 12, 20, 75, 79, 80
Shuja-ud daula, 6, 8, 20, 22, 69, 74, 75, 77, 106, 127
Shore, Sir John, 24, 27-29, 121, 127, 129, 132, 133, 144
Sheridon, R. B., 120
Shakespear, H., 239
Siraj-ud daula, 1, 2, 3, 57
Sindhia, Mahadaji, 26, 123
Sindhia, Daulat Rao, 34, 35, 40, 42-45, 139, 161-165, 167, 168, 170, 171, 187, 190, 191, 205-207, 208-211, 218
Sikanderpur, 109
Smith, Major General, 4, 144, 212, 213
Speke, Peter, 216
Spencer, J., 7, 8, 72, 73
Stuart, Charles, 25, 122, 126
Stewart, John, 91, 107, 155
Staunton, Leonard, 113, 116
Stokes, Major, 55, 245

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Stevenson, Colonel, 162
Sturiock, Captain, 190
Strachey, Richard, 230
Sumner, W. B., 10, 78, 80
Sumner, Richard, 17, 95
Surji Arjungaon, 35, 169, 170, 171
Sumro, 9, 108
Swinton, Archibold, 77
Sylhet, 65
Sykes, F., 81
Syna Saheb, 169, 170
Sydenham, Captain, 213

Tanjore, 23, 32, 113, 144-147, 149
Tantia Jogh, 46, 223, 224, 225
Tarai, 48
Tapti, 213
Tellicherry, 23, 116
Tipu, 23, 26, 31, 112, 115, 116, 123, 124, 126, 138
Tista, 47, 227
Torin, Benjamin, 145, 149
Travancore, 23, 33, 113, 156, 158, 160
Trichinopoly, 26, 127
Tranquebar, 149
Tulsi Bai, 46

Vansittart, George, 11, 77, 81
Vansittart, Henry, 6, 63, 67
Verelst, H., 10, 11, 12, 78, 81-83
Venketagiri, 23, 115
Vellore, 115

Watts, Hugh, 8, 9, 11, 64, 67, 72, 73, 77
Wazir Ali Khan, 27, 29, 129
Warda, 35, 44
Walgaum, 224
Wallajahabad, 172
Wellesley, Arthur, 33, 34, 38, 161, 162, 169
Wellesley, Henry, 30, 144
Wellesley, Marquess, 32, 37, 38, 140, 144, 150, 155, 156, 160, 162, 169, 173, 176, 183
Westen, Elleanor, 2, 57
Weymouth, Viscount, 98
Webbe, Josiah, 36, 172
Wheler, Edward, 18, 96, 98-100, 105
Wheeler, General, 53, 242
Worcestor, 59

Yusubah, 166

Zaman Shah, 30, 138, 139

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